The Lawyers [illegible]ry

A

New BOOK OF Inſtruments:

Conſiſting of Precedents
Fitted for the Uſe of

Attorneys,
Eccleſiaſtical-Perſons,
Scriveners,
Merchants,
Sollicitors,
Owners of Ships,
Mariners;

And generally for all Perſons concerned in Trade and Commerce.

Being the moſt Compleat Collection of its Bulk and Nature hitherto Extant.

The Second Edition, Reviſed and Enlarged

LONDON: Printed for *R V.* and Sold by *R. Goſling,* at the *Mitre,* over-againſt *Chancery-Lane*; and *J. Pemberton,* at the *Golden Buck,* over-againſt St. *Dunſtan's* Church, both in *Fleetſtreet.* 1710.

FH
MVSEVM
BRITANNICVM

TO THE

READER.

GReat Advantages and Improvements Clarkſhip hath received from the Preſs, by the Additional Supplies of thoſe Precedents, which when made Pub-

Publick to the Practiſer, become both of delight and uſe to him, but otherwiſe would have been buried in Oblivion, and uſeleſs to Mankind. And this I preſume will not be denyed by any but the old Saturnine *Tribe, who, becauſe they have gain'd ſome ſmall Experience by more than fifty Years Acquaintance with* Raſtall's Entries, *and* Weſt's Precedents, *have taken occaſion to damn all other Collections of thoſe Kinds ever ſince.*

To

To convince therefore theſe Satyriſts *againſt the Induſtry of Modern Performances, We have publiſhed this Collection, (as it were a* Specimen *to ſhew what might have been done by a greater) conſiſting of Precedents fitted for the uſe of* Attorneys, Sollicitors *and* Scriveners: *Alſo* Inſtruments, Eccleſiaſtical, Charterparties, *and others relating to* Merchants, Factors, *and* Mariners. *Being of ſingular Uſe*

to

The Epiſtle:

to the Practiſers *within named, as will appear to the Reader upon his peruſal thereof.*

Vale

Acquittances.

An Acquittance for a Sum of Money paid in full of the Teſtators Eſtate after Debts and Legacies paid.

KNow all men by theſe Preſents, That we *S. L.* of, &c, and *E.* his Wife, the Daughter of *S. L.* and *N.* of, &c. Have received and had, the day of the date hereof, of and from *W. P.* of, &c. the ſurviving Executor of the laſt Will and Teſtament of the ſaid *E. P.* Deceaſed, and of and from *E. L.* Executrix of the laſt Will and Teſtament of the ſaid *S. L.* deceaſed, who was the other Executor of the laſt Will and Teſtament of the ſaid *E. P.* Deceaſed the ſum of, &c. of lawful Money of *England*, being all the Money which remaineth in the hands of the ſaid *W. P.* and *E. L.* of the Eſtate of the ſaid *E. P.* after her Debts and Legacies and Funeral charges were paid and diſcharged, and which the ſaid *E. P.* did give and bequeath unto the ſaid *E.* her Grandchild in and by her laſt Will and Teſtament aforeſaid, of and for which ſaid ſum of, &c. ſo by us received, we do acknowledg our ſelves to be fully ſatisfied, and therefore, as well of and from the ſame and every part and parcel thereof, as of, from and concerning all Bedding and other Goods, and all other Legacies and bequeſts whatſoever by the ſaid *E. P.* given and bequeathed unto me the ſaid *E.* her Grandchild, in and by her laſt Will and Teſtament aforeſaid, and all Claims and Demands whatſoever, for, touching or concerning the ſame, we the ſaid *S. L.* and *E.* his Wife, do fully and clearly Acquit, Releaſe, Exonerate, and Diſcharge the ſaid *W. P.* and *S. L.* and either of them, their and either of their Executors, Adminiſtrators, and every of them for ever, by theſe Preſents. *In Witneſs, &c.*

An Acquittance for a Legacy given to be paid at a certain time.

KNow all men by theſe Preſents, That I *M. W.* of, &c. late the Wife of, &c. Have the day of the date hereof, being within ſix Months next after the Deceaſe of the ſaid *J. W.* Received and had, of and from *E. H.* of, &c. Widow, late Wife of *R. H.* of, &c. Executor of the laſt Will and Teſtament of, &c. the ſum of, &c. of Lawful Money of *England*, which was given and bequeathed unto me the ſaid *M. W.* in and by the ſaid laſt Will and Teſtament aforeſaid, and thereby appointed to be paid unto me within ſix Months next after the Deceaſe of my ſaid Husband, of and from which ſaid ſum of, &c. ſo by me received, I acknowledg to be fully ſatisfied, contented, and paid, and therefore do Releaſe, Exonerate, Acquit and Diſcharge the ſaid *E. H.* her Executors and Adminiſtrators by theſe Preſents. *In Witneſs, &c.*

An Acquittance for a ſum of Mony, with acknowledgment that the ſame ſhall be in part of his Portion.

KNow all men by theſe Preſents, That I *W. C.* of, &c. one of the Sons of *R. C.* of, &c. have heretofore received and had, and from my ſaid Father, for, and towards my Portion, Preferment and Advancement, the full ſum of, &c. which was diſburſed to procure me the Office of one of the Kings Majeſties Waiters, &c. of and for which ſaid ſum of, &c. ſo by me received, I, the ſaid *W.* do acknowledge my ſelf fully ſatisfied, and that the ſame, for as much as it ſhall be in part of ſuch Right, Intereſt, part and portion and Advancement, as I, the ſaid *W.* can, ſhall or may claim, challenge or demand out of the perſonal Eſtate of my ſaid Father by and according to the Cuſtom of the City of *London*, or otherwiſe howſoever. *In Witneſs*, &c.

An

An Acquittance for a Debt due upon Bill, where the Bill is caſually loſt.

Whereas *J. H.* by his Writing or Bill Obligatory bearing date, &c. laſt paſt, before the date hereof, became bound unto *H. B.* Wife of *H. B.* of, &c. for payment of the ſum of, &c. on a certain day now ſince paſt. **And whereas** the ſaid *J. H.* hath ſatisfied and paid unto the ſaid *H. B.* his Wife, the ſum of, &c. the Receipt whereof, he the ſaid *H.* doth hereby acknowledge, and for that the ſaid Bill or Writing Obligatory is caſually loſt, and by means thereof cannot be delivered to be cancelled to the ſaid *J.* as the ſame ought to be, therefore he, the ſaid *H. H.* doth for himſelf, his Heirs, Executors and Adminiſtrators and every of them clearly acquit and diſcharge the ſaid *John* his Executors and Adminiſtrators of and from the ſaid Writing or Bill Obligatory, and of and from all other Writings and Bills Obligatory made by and from the ſaid *J. H.* to the ſaid *H.* for payment of the ſaid ſum of, &c. or any other ſuch like ſum, of and from all Actions, Suits and Demands whatſoever concerning the ſame, *In Witneſs*, &c.

An Acquittance in part of a certain Legacy.

Be it known, &c. That I *M. G.* one of the Daughters of *P. H.* late of, &c. deceaſed, have received and had, the day of the date hereof of *A. H.* of, &c. Executor of the laſt Will and Teſtament of the ſaid *P.* the ſum of, &c. in part of payment of ſuch Part, Portion, Gift, Bequeſt and ſum of Money which is or ſhall be payable or belonging to me the ſaid *M.* by and after the deceaſe of my ſaid Father, by force and virtue of the laſt Will and Teſtament aforeſaid, or by, or according to the Cuſtom of the City of *London* or otherwiſe howſoever. *In Witneſs*, &c.

An Acquittance for a ſum of Money payable upon a proviſo or condition in an Indenture.

MEmorand. That I *H. R.* of, &c. late the Husband of the within named *E. W.* have the day and year above-written being within three Months next after the deceaſe of the ſaid *R.* received and had of and from the within-named *J. H.* the ſum of, &c. of lawful Money of *England*, according to the tenure and true meaning of our Agreements and proviſo within mentioned and contained, made in this behalf, at and for which ſaid ſum of, &c. ſo by me received, I acknowledge my ſelf fully ſatisfied according to this Indenture, and of and from the ſame, do hereby clearly acquit and diſcharge and promiſe to diſcharge the ſaid *J.* his Executors and Adminiſtrators and every of them for ever, againſt all perſons whatſoever. *In Witneſs*, &c.

An Acquittance for all ſums of Money and other things of the Releſſor or which have come to the hands of the Releſſee and have not been accounted for.

KNow, &c. That I *E. F.* of, &c. Have received and had at and before the ſealing hereof, of and from *W. H.* all ſuch ſum and ſums of Money and other things whatſoever which the ſaid *W. H.* or his Aſſigns hath or have at any time heretofore received, or which are come to the hands of the ſaid *W. H.* or of any other by his order or appointment of the Moneys, Goods, or Chattels of me the ſaid *E.* or of my late Husband, and therefore of and for the ſame and every part thereof, and of and from all Actions, Suits, Debts, Accompts, Reckonings and demands whatſoever, from the beginning of the World until the day of the date hereof, I do clearly acquit, Releaſe and Diſcharge the ſaid *W. H.* his Executors, Adminiſtrators and Aſſigns and every of them for ever by theſe Preſents. *In Witneſs*, &c.

An

An Acquittance upon Diſcompt of Money due at a day to come.

KNow all men, &c. That I *M. K.* &c. have received and had, the day of the date hereof, of and from *J. K.* of, &c. the ſum of, &c. of lawful Money of *England*, in full diſcharge and ſatisfaction of a Bond entred into by him the ſaid *J. L.* to me the ſaid *M. L.* bearing date the, &c. laſt before the date hereof, and of the ſum of, &c. mentioned in the Bond thereof, which ſaid Bond I have delivered up to him to be cancelled. *In Witneſs*, &c.

An Acquittance for a Legacy by an Executor.

KNow all men, &c. That I *E. H.* of, &c. one of the Executors named in the laſt Will and Teſtament of *C. H.* late of, &c. aforeſaid, my late Husband deceaſed, have received and had, the day of the date hereof, at and before the enſealing and delivery of theſe preſents of and from *J. M* of, &c. the ſum of, &c. of lawful Money of *England*, due and owing from him the ſaid *J. M.* to the ſaid *C. H.* in his life-time, and which is mentioned to be given to me by the ſaid laſt Will and Teſtament of the ſaid *C. H.* for which ſaid ſum of, &c. ſo by me received, I do by theſe preſents Releaſe, Acquit and diſcharge the ſaid *J. M.* his Executors and Adminiſtrators, and every of them by theſe preſents. *In Witneſs*, &c.

An Acquittance for Money for the purchaſe of Lands.

KNow all men by theſe preſents, That I *W. B.* of, &c. have received and had, the day of the date hereof, of and from *J. R.* of, &c. the ſum of, &c. of lawful Money of *England*, contained in one pair of Indentures of Sale bear-

ing date, &c. made between the ſaid, &c. of the one part, and, &c. of the other part, and in full and clear payment of, and for the Purchaſe of certain Lands, Tenements, and Hereditaments in, &c. in the ſaid Indentures mentioned, ſold by the ſaid *W. B.* to the ſaid *J. R.* of, and for which ſaid ſum of, &c. ſo by me received, I acknowledge my ſelf fully ſatisfied, and thereof, and of every part and parcel thereof do Acquit, Exonerate and diſcharge the ſaid *J. R.* his Executors, Adminiſtrators and every of them, by theſe preſents. *In Witneſs*, &c.

An Acquittance for Money upon a Mortgage.

THeſe preſents witneſs, that I *W. C.* of, &c. do acknowledg to have had and received on or before the day of the date hereof, and before the ſealing and delivery of theſe preſents, of and from *M. L.* of, &c. the ſum of, &c. of Lawful Money of *England*, being the conſideration Money mentioned and expreſſed to be paid to me the ſaid *M. H.* in and by one Indenture or Deed Indented of Mortgage, bearing date the day of the date hereof made between me the ſaid *W.* of the one part, and, &c. of the other part, and therefore I do releaſe, acquit and diſcharge the ſaid *M. H.* his Executors and Adminiſtrators and every of them, of and from the ſum of, &c. and every part and parcel thereof for ever by theſe preſents. *In Witneſs*, &c.

An Acquittance for a ſum of Mony left in the hands of the Releſſee, and for Intereſt and benefit thereby accrewed.

WHereas there was given and bequeathed unto *J. P.* Wife of *R. P.* in and by the laſt Will and Teſtament of *T. A* the ſum of, &c. which afterwards came to the hands of *S. R.* which he, according to the truſt in him repoſed hath imployed and increaſed to the ſum of, &c. Now know all

all men by theſe preſents, That we, the ſaid *J. P.* and *T. K.* have before the ſealing and delivery thereof, received and had of and from the ſaid *S. R.* the ſum of, &c. more, for the increaſe thereof, in full payment, ſatisfaction and diſcharge, as well of and for the portion of the ſaid *E.* or which was left in the hands of the ſaid *S. R.* as aforeſaid or accrewing unto us, or either of us by the ſaid laſt Will and Teſtament, or otherwiſe whatſoever, as alſo for all benefit or advantage thereby ariſing or accrewing, and therefore as well of and for the ſame ſum and ſums of Money aforeſaid, as of and from all Legacies, Gifts and bequeſts, and of and from all Actions, Suits, Debts, Accompts and Demands which againſt the ſaid *T. R.* I had or now have. *In Witneſs*, &c.

A general Acquittance given to a Legatee.

KNow all men, &c. That I *E. P.* have according to the laſt Will and Teſtament of *E. F.* and in full performance of the ſame towards me the ſaid *E.* received and had, of and from *T. A.* the Executor of *A. W.* the ſum of, &c. in full payment, ſatisfaction and diſcharge of ſuch ſum and ſums of Money, gifts, and all my part, right and demand, of, and in the ſum of, &c. which was given unto me, in and by the ſaid laſt Will, and in full payment, ſatisfaction and diſcharge of all ſuch ſum and ſums of Money Gifts, Legacies, Bequeſts and Demands whatſoever, which were heretofore given and bequeathed, or left or belonging unto me, either by or out of the Eſtate of the ſaid *E. F.* or otherwiſe howſoever; And therefore as well of and from all Intereſts, Claims, Challenges, Legacies and Demands, whatever, which againſt the ſaid *T. A.* ever I had, now have, or in time to come can, ſhall, or may have or claim for any other matter, cauſe or thing whatſoever from the beginning of the World until the day of the date hereof, I the ſaid *E. P.* do remiſe, releaſe, and diſcharge the ſaid *T. A.* his Executors and Adminiſtrators, and every of them for ever by theſe preſents. *In Witneſs*, &c.

Affidavit.

The form of an Affidavit in an Ejectment to move for Judgment againſt the caſual Ejector.

Int' *Will. Saunders* Quer. } *De Terris & tenementis*
Et } *in Ware in Com. Hertf.*
Chriſtopherum Kettlewell } *ex dimiſſione* Johannis
Def. } Lee.

Thomas Smith maketh Oath, That he, this Deponent on *Wedneſday* the thirteenth day of *December* laſt paſt, did deliver unto *John Dorman*, Tenant in poſſeſſion of the Premiſſes in queſtion, a true Copy of the annexed Declaration with an Indorſement or ſuperſcription thereupon to this effect, (*viz.*) *John Dorman.* You may perceive by this Declaration that I am ſued as caſual Ejector for the Lands and Tenements within ſpecified *in your poſſeſſion* (whereunto I claim no title.) I do therefore hereby give you timely notice, That unleſs you appear and defend your Title this next *Hillary* Term, I ſhall ſuffer Judgment to paſs againſt me by default, whereby you will be turned out of poſſeſſion, Your loving friend, *Chr. Kettlewell. December* 12. 1679. Which ſaid Indorſement or ſuperſcription this Deponent did then read to the ſaid *John Dorman* and acquainted him with the contents thereof, and wiſhed him to make defence accordingly.

Note that it is good ſervice to deliver the Copy to the Wife, or menial Servant of the Tenant in poſſeſſion, and then it varies. If to the Wife, thus (*viz.*) did deliver unto *Anne* the Wife (or if the Servant thus) To *Roger Wil-*

ſon

ſon hired ſervant of *John Dorman*, &c. and deſired her to acquaint her Husband therewith, or him to acquaint his Maſter therewith (and Note) It will not be amiſs at the end of the Affidavit to inſert what anſwer they give.

If there be two Tenants, then ſay, did deliver one Copy of the annexed Declaration to *A. B.* Tenant in poſſeſſion of parcel of the Premiſſes in queſtion, and another Copy thereof to *C. D.* Tenant in poſſeſſion of the reſidue of the premiſſes in queſtion, upon which ſaid ſeveral Copies was ſubſcribed or indorſed to this effect, as before, only altering theſe words, where it is ſaid in your poſſeſſion, ſay part whereof being in your poſſeſſion; then conclude thus, Which ſaid ſeveral ſuperſcriptions or Indorſments he this Deponent did read to the ſaid ſeveral Tenants in poſſeſſion and wiſhed them to make defence accordingly.

If more Tenants, then thus, I did deliver one Copy of the annexed Declaration to *A. B.* Tenant in poſſeſſion of parcel of the Premiſſes, and did alſo deliver to *C. D.* Tenant in poſſeſſion of other parcel of the Premiſſes one other Copy of the ſame Declaration, and did alſo deliver to *E. F.* Tenant in poſſeſſion of other parcel of the Premiſſes one other Copy of the ſame Declaration; and if delivered on ſeveral days, then ſay, And this Deponent further maketh Oath, That he this Deponent on *Thurſday* the 14th day of *December* laſt paſt did deliver to *G. H.* Tenant in poſſeſſion of other parcel of the Premiſſes, one other Copy of the ſame Declaration. And did then likewiſe deliver to *J. K.* Tenant in poſſeſſion of the reſidue of the Premiſſes in the ſaid Declaration mentioned one other Copy of the ſame Declaration. Then conclude, Which ſaid ſeveral and reſpective Superſcriptions or Indorſements, he this Deponent did read to the aforeſaid ſeveral and reſpective Tenants in poſſeſſion, and acquainted them with the Contents thereof, and wiſhed them to make defence accordingly (or to acquaint their Landlord therewith as the caſe requires.)

An Affidavit of the due Execution of a Fine to be written under the Caption, and ſworn before a Judge.

JOhn Fairclough, Gent. (*One of the Commiſſioners in the Writ of Dedimus Poteſtatem named*) maketh Oath, That this Fine was duly executed and the Cognizors of full age.

If a Feme Covert be one of the Cognizors, then add theſe words at the end. And the Feme Covert being ſecretly and apart examined, willingly conſented.

An Affidavit to alter the Venue in Aſſault.

Int. *Wilts Danvers* Quer.
Et
Rich. Lee------Def. } *de plac' tranſg' & inſult'*

THe Defendant maketh Oath, That the Aſſault, beating, wounding, and evil intreating in this Declaration mentioned, if any ſuch were by him done and committed, the ſame were done and committed in the County of *Kent* and not in *London* or elſewhere out of the ſaid County of *Kent*.

Note that this Affidavit is uſually written in the Margin of the Declaration, whereupon the motion is made by Counſel to alter the Venue. And that ſuch motion muſt be made before the Rules to plead be out.

The

The like in caſe upon promiſe or Aſſumpſit.

THe Defendant maketh Oath, That the promiſe and Aſſumption in this Declaration mentioned if any ſuch were by him made, the ſame were made in the County of *Kent* and not in *London*, or elſewhere out of the ſaid County of *Kent*.

The like in Caſe for Words.

THe Defendant maketh Oath, That the words in this Declaration mentioned, if any ſuch were ſpoken by this Defendant, the ſame were ſpoken in the County of *Kent*, and not in *London*, or elſwhere out of the ſaid County of *Kent*.

The like in Treſpaſs.

THe Defendant maketh Oath, That the Treſpaſs in this Declaration mentioned if any ſuch was done and committed by this Defendant, the ſame was done and committed in the County of *Kent*, and not in *London* or elſwhere out of the ſaid County of *Kent*.

An Affidavit to gain farther Imparlance where the Declaration is not delivered to the Defendants Attorney or Agent till upon or after the Eſſoyn day.

WIlliam Gould maketh Oath, That he received this Declaration (or a Declaration, whereof this is a Copy) the 20*th* day of *January* laſt paſt and not before.

Note

Note that this is uſually written in the Margin; And Imparlance granted, if the action laid in the Country, or if in *London*, longer time given to plead as the caſe requires. And that this motion is ſometimes made in the Treaſury, or at ſide Barr.

A Certificate that a perſon hath taken the Sacrament according to the Act.

WE *A. B.* Clerk and Miniſter of the Pariſh and Pariſh Church of *C.* and *E F.* and *G. H.* Churchwardens of the ſame Pariſh and Pariſh Church do hereby certifie, That *J. K.* Gent. upon the Lords-day commonly called Sunday, the ſecond day of *March* Inſtant, immediately after Divine Service and Sermon, did in the Pariſh Church aforeſaid receive the Sacrament of the Lord's Supper, according to the uſage of the Church of *England.* In Witneſs whereof We have hereunto ſubſcribed our hands the 10th day of *March*, 1679.

Andrew Burton, Miniſter of the Pariſh and Pariſh Church of *C.*

Edward Freeman } *Churchwardens of the ſaid*
George Hunt. } *Pariſh Church.*

An Affidavit upon the precedent Certificate.

E. *F.* of *C.* in the County of *S.* Gent. and *G. H.* of the ſame Town and County Yeoman, do ſeverally make Oath that they do know *John Keins*, Gent. in the above-written Certificate named, and who now preſent hath delivered the ſame into this Court: And do further ſeverally make Oath that they did ſee the ſaid *John Keins* receive the *Sacrament* of the Lord's Supper in the Pariſh Church

Church of C. in the ſaid Certificate mentioned, and upon the day, and at the time in the ſaid Certificate in that behalf certified and expreſſed, and that they did ſee the Certificate above-written ſubſcribed by the ſaid *John Keins*. And further the ſaid *E. F.* and *G. H.* do ſay upon their reſpective Oaths that all other matters or things in the ſaid Certificate recited, mentioned or expreſſed, are true, as they verily believe.

E. F.
G. H.

An Affidavit of the Service of a Subpœna ad reſpondend.

Arthur Godden, Plaintiff.
Thomas Rye and *John Colsford*, Def.

A. B. **maketh Oath**, That the thirteenth day of this Inſtant Month of *October*, *Anno Domini* 1679. He ſhewed unto the ſaid Defendant *Rye* a Subpœna under the Seal of this Court, and then delivered unto him the Label thereof, and on the next day after, being the one and thirtieth day of *October* Inſtant, 1679. He, this Deponent left the body of the Subpœna under Seal at the dwelling houſe of the ſaid Defendant *Colsford* in the Pariſh of *Stepney* in the County of *Middleſex*, with the Wife of the ſaid *Colsford*. Which ſaid *Subpœna* and *Label* were to them, the ſaid *Rye* and *Colsford* directed, to appear in this Court on the eight and twentieth day of *November* next, to anſwer the Bill of Complaint of the ſaid *Arthur Godden* Compl't.

An Affidavit for Burying in Woollen.

A. B. of the Pariſh of St. *Andrew Holborn* in the County of *Middleſex*, Gent. maketh Oath, That *C. D.* of the ſaid Pariſh and County lately Deceaſed, was not put in, wrapped or wound up, or buried in any ſhirt, ſhift, ſheet or ſhroud made or mingled with Flax, Hemp, Silk, Hair, Gold, Silver or other than what is made of ſheeps wool only: Nor in any Coffin lined or faced with any Cloth, Stuff, or any other thing whatſoever made or mingled with Flax, Hemp, Silk, Hair, Gold, or Silver, or any other material contrary to the late Act of Parliament for burying in Woollen only. Dated the third day of *Auguſt*, in the one and thirtieth year of our Sovereign Lord, *Charles* the Second, King of *England, Scotland, France* and *Ireland*, Defender of the Faith, and in the year of our Lord God, 1679.

Sealed and ſubſcribed by us who were preſent, and Witneſſes to the ſwearing of the aboveſaid Affidavit.

A Certificate from the Juſtice of Peace before whom the Affidavit was made, to be thereunto annexed.

I *A. B.* One of his Majeſty's Juſtices of the Peace for the County aforeſaid do hereby certifie that the day and year aforeſaid the ſaid *A. B.* came before me, and made ſuch Affidavit as is above mentioned according to the late Act of Parliament, Entituled, An Act for burying in Woollen. Witneſs my hand, the day and year above written.

An Affidavit before a Maſter in Chancery *that Lands are free from Incumbrances.*

R. *B.* &c. aged twenty two years or thereabouts, maketh Oath, That the Lands and Tenements with the appurtenances ſituate in, &c. which he, the Deponent hath this day granted and demiſed unto *E. D.* of, &c. for the ſecurity of One hundred Pounds of lawful Money of *England* with Intereſt, are the day of the date hereof, free and clear of and from all, and all manner of former, and other Bargains, Sales, Gifts, Grants, Leaſes, Mortgages, Joyntures, Dowers, Thirds, Settlements, Wills, Entayles, Fines, Forfeitures, Amerciaments, Statutes, Judgments, Recognizances, Executions, Probates, Wills, Entayles, Titles, Troubles, Charges, and Incumbrances whatſoever, had, made, committed, done or ſuffered by him this Deponent or by any other perſon or perſons to his knowledge or with his privity or conſent otherwiſe than which is excepted in the ſaid Indenture of Mortgage therefore made. And this Deponent further ſaith, that he conceives and verily believes that the ſaid Lands and Tenements aforementioned ſo by him now Mortgaged as aforeſaid, are now of the clear yearly value of, &c. *per Annum.*

The form of an Affidavit of not having Writings. To be underwritten to the Bill, or to be annexed to it. Inter A. *&* B. *Quer. &* C. C. *Defend.*

THE Complainant *J. M.* maketh Oath that neither he nor any other perſon or perſons whatſoever to his uſe or knowledge have or hath any of the Deeds, Writings or Evidences concerning the Land and Premiſſes in this his Bill mentioned, or in his or their cuſtody, nor knows where the ſame are, unleſs they be in the Cuſtody of the Defendant. *J. M. Jurat.*

The

The Form of an Affidavit that he cannot anſwer without Conference with other Perſons.

Inter A. B. *Quer.* & C. D. *Defend.*

THis Defendant maketh Oath that the Plaintiff this Term having exhibited his Bill againſt this Defendant and ſeveral others which by the Copy thereof taken by this Defendent appears to be Filed the fourth Inſtant, and that this Deponent having appeared thereunto and taken a Copy thereof, finds and is adviſed that he cannot put in a perfect anſwer to the ſaid Bill if it ſhall be neceſſary for him to anſwer without Conference had with ſeveral perſons who live——who are concerned in the matters in queſtion, and are made Defendents to the ſame Bill, which to have an account, *&c.*

Affidavit of a Pauper.

Inter A. B. *Quer.* & C. D. *Defendent.*

THE Complainant maketh Oath, That his Debts being paid, his Wearing Apparel excepted, and beſides the matter in queſtion he is not worth 5 *l.*

A. B.

The Form of an Affidavit upon ſerving a Subpœna *for Coſts.*

R. *N.* maketh Oath, That on, &c. he this Defendent ſerved the Plaintiff with a *Subpœna* iſſued forth of this Honourable Court by delivering the ſame under Seal of this Court into the Complainant's hands, which ſaid *Subpœna*

was

as for the Plaintiffs payment of forty ſix Shillings eight Coſts unto the ſaid Defendant, or to this Deponent Bearer f the ſaid *Subpœna*, and this Deponent did then demand he ſame Coſts aforeſaid of the Complainant, but he refu-d to pay the ſame, neither is the ſame yet paid to this Defendant, or any other for his uſe to this Deponents nowledge.

R. N. Jurat.

Annuities.

A Bargain and Sale to be paid the Bargainor an Annuity during his Life, and in caſe it be not paid, then the Deed to be void, or elſe to enure to the Bargainor.

THis Indenture made the, &c. between *S.R.* of, &c. of the one part and *R. R.* of, &c. of the other part, Witneſſeth, That the ſaid *S. R.* for, and in conſideration of the yearly payment of forty eight pounds of lawful Money of *England*, to be paid to him during his natural life by the ſaid *R. H.* Monthly, by equal payments, as is here under-mentioned, and for the ſum of five ſhillings of like lawful Money to him the ſaid *S.* by the ſaid *R. R.* at the ſealing of the ſaid preſents paid, the receipt whereof he, the ſaid *S.* hereby acknowledgeth, and for other good cauſes and conſiderations him the ſaid *S.* thereunto moving, hath granted, bargained, ſold, aliened and confirmed and by theſe preſents doth grant, bargain, ſell, alien, and confirm unto the ſaid *R. R.* his Heirs and Aſſigns all that the Moiety or half-part of him the ſaid *S. R.* of all that Meſſuage or Tenement uſed for an Inn, called or known by the name or ſign of, &c. or by whatſoever other name or

names the ſame is called, and of the Barns, Stables, out-Houſes, Hereditaments, and appurtenances thereunto belonging, and of all that parcel of Arable Land or Paſture-ground with the Appurtenances, known by the name of, &c. or by whatſoever name the ſame is called, containing by eſtimation, &c. and the Reverſion and Reverſions, Remainder and Remainders of the ſaid bargained Premiſſes, and all the Eſtate, Right, Title, and Intereſt of him, the ſaid *S.R.* his Heirs and Aſſigns, of, in and to the ſame expectant upon the death of the ſaid *S.* **to have and to hold** the ſaid bargained Premiſſes and every part thereof, with the appurtenances, unto the ſaid *R. R.* his Heirs and Aſſigns from and after the deceaſe of the ſaid *R.* for and to the only proper uſe and behoof of him, the ſaid *R. K.* his Heirs and Aſſigns for ever. And the ſaid *S. K.* and his Heirs the ſaid premiſſes, &c. unto the ſaid *R K.* his Heirs and Aſſigns, ſhall and will warrant and defend for ever by theſe preſents. And alſo the ſaid *S. R.* for himſelf, his Heirs, Executors and Adminiſtrators and Aſſigns, doth Covenant and grant, to and with the ſaid *R. K.* his Heirs and Aſſigns by theſe preſents in manner and form following (that is to ſay) That he the ſaid *S.* on the day of the date hereof, and at the ſealing and delivery of theſe preſents, for, and notwithſtanding any Writing or Writings, Act or thing committed or done to the contrary, is and ſtandeth Lawfully ſeized of the ſaid bargained premiſſes and of every part thereof, of a good ſure and lawful eſtate of Inheritance in Fee-ſimple without any condition or limitation of uſe or uſes, to alter, change or determine the ſame, and that he, the ſaid *S.* for, and notwithſtanding any ſuch act or thing, hath in himſelf good, right and lawful power to grant, bargain and ſell the ſaid bargained premiſſes with the appurtenances unto the ſaid *R K.* his Heirs and Aſſigns in manner and form aforeſaid. **And that he**, the ſaid *R.* his Heirs and Aſſigns, from, and after the death and deceaſe of him, the ſaid *S.* ſhall or may lawfuly, peaceably and quietly have, hold, poſſeſs and for ever enjoy the ſaid bargained premiſſes with the appurtenances without the leaſt denial eviction or interruption

terruption of the Heirs or Aſſigns of the ſaid *S.* in any wiſe: freed and diſcharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leaſes, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, done or to be done, by the ſaid *R.* in any wiſe. **And moreover** the ſaid *S. R.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth Covenant and grant, to and with the ſaid *R. R.* his Heirs and Aſſigns by theſe preſents, That he, the ſaid *S.* his Heirs and Aſſigns, ſhall and will at all or any time or times hereafter, upon the reaſonable notice and requeſt, and at the coſts and charges in the Law of the ſaid *R. K.* his Heirs and Aſſigns, make, do, and execute all and every ſuch further and other lawful and reaſonble Act and Acts for the better and further aſſuring and conveying of the ſaid bargained Premiſſes in reverſion as aforeſaid, unto the ſaid *R. K.* his Heirs or Aſſigns, as he the ſaid *R.* his Heirs or Aſſigns, or his or their Councel learned in the Law, ſhall reaſonably deviſe or require. **All which** ſaid further aſſurances and Conveyances ſhall be and enure and in the Law be deemed and taken, to be, and enure, for, and to the uſe and behoof of the ſaid *R. K.* his Heirs and Aſſigns. **Provided always**, nevertheleſs, and upon condition, that if the ſaid *R. K.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall not well and truly pay or cauſe to be paid to the ſaid *S. R.* his Heirs or Aſſigns, at or in the now dwelling of, &c. ſituate in, &c. the ſaid yearly payment of, &c. Monthly, upon the firſt day of every Month, commonly called *December*, *January*, *February*, &c. or within the days next after the firſt day of every of the ſaid Months, by even and equal portions, being there lawfully demanded, for, and during the natural life of him, the ſaid *S.* whereof the firſt payment to begin and be made on the firſt day of, &c. next enſuing or within ſeven days next after, if he, the ſaid *S.* ſhall be then alive, Then, and from thenceforth theſe preſents, and all and every further and other Aſſurances and Conveyances to be made of the Premiſſes, ſhall be utterly void and of none effect, or ſhall be and endure for, and to the uſe and behoof of the ſaid *R.*

his Heirs and Aſſigns, any thing aforeſaid to the contrary thereof in any wiſe notwithſtanding. And the ſaid *R. K.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth Covenant and grant to, and with him the ſaid *S. R.* by theſe preſents, That he, the ſaid *R.* his Heirs, Executors or Aſſigns ſhall and will well and truly pay or cauſe to be paid unto the ſaid *S.* the ſaid yearly ſum of, &c. Monthly, as aforeſaid, during the natural life of him the ſaid *S.* Provided always nevertheleſs, and upon this condition, that if the ſaid *S. R.* hath at any time or times heretofore charged or incumbred, or ſhall at any time or times hereafter charge or incumber the Reverſion or Reverſions of the ſaid bargained Premiſſes or any part thereof in title or otherwiſe, except only one Recognizance in the nature of a Statute Staple, bearing date, &c. laſt paſt before the date of theſe preſents of the penalty of 500 *l.* entred into by the ſaid *S.* unto one *T. R.* of, &c. Or if he, the ſaid *S.* ſhall not always continue the proper and immediate Receipt of the ſaid yearly payment of, &c. and reſerve and keep the ſame for, or towards his own maintenance and livelihood or the maintenance and livelihood of his Wife and Children if he ſhall have any, or if the ſaid yearly payment or any part thereof ſhall be ſeized or taken in execution for any debt or debts owing or to be owing by him, the ſaid *S.* or for any Treſpaſs or Treſpaſſes or other matter or thing done or to be done by him or his appointment, then and from thenceforth in any of the ſaid caſes the yearly payment of, &c. or any part thereof ſhall ceaſe, determine and be no longer paid. Any thing aforeſaid to the contrary thereof in any wiſe notwithſtanding. **And furthermore,** the ſaid *S. R.* for himſelf and his Aſſigns doth Covenant and grant to, and with the ſaid *R. K.* his Heirs and Aſſigns by theſe preſents, That he, the ſaid *S.* his Heirs and Aſſigns during his ſaid life ſhall and will maintain, ſuſtain and keep, or cauſe to be maintained, ſuſtained and kept the ſaid bargained Premiſſes in Tenantable and ſufficient repair. And that the Heirs, Executors or Adminiſtrators of him, the ſaid *S.*

at

at all time and times from, and after his Deceaſe, ſhall and will ſave and keep harmleſs the ſaid bargained Premiſſes and every part thereof from, and againſt the Recognizance, Statute-Staple and all extents and executions to be brought or made thereupon. **And laſtly** it is Provided, Conditioned and Agreed that if the ſaid *S.* at any time during his life ſhall make default in maintaining, ſuſtaining and repairing the ſaid bargained Premiſſes or any part thereof contrary to the meaning of theſe Preſents, then and in ſuch caſe it ſhall and may be lawful to, and for the ſaid *R K.* his Heirs and Aſſigns to repair and amend and make Tenantable the ſaid Premiſſes out of and by one Moiety of the ſaid yearly payment of, &c. or out of or by ſuch part of the ſaid Moiety as ſhall be ſufficient for the doing thereof, any thing aforeſaid to the contrary thereof in any wiſe notwithſtanding. **In Witneſs**, &c. Two Bonds to perform Covenants of two hundred pounds apiece.

A Deed of Annuity.

This Indenture made the, &c. *Anno Dom.* 1676. And in the, &c. **between** *J. P.* of, &c. of the one part and *W. P.* and *M.* his Wife of the other part. **Whereas** *R. B.* in and by his laſt Will and Teſtament in writing under his Hand and Seal bearing date the, &c. did demiſe unto the ſaid *J. P.* by the name of *J. P.* of, &c. and *R. L.* of, &c. and their Heirs. All his Meſſuages, Lands and Tenements in, &c. in the Pariſh of, &c. upon Truſt and Confidence that the ſaid *J. P.* and *R. L.* and their Heirs ſhould grant an Annuity or Rent of Forty pounds a year unto his Relations the ſaid *B. P.* the Wife of the ſaid *D. W.* by the name of *B. P.* the Wife of *J. P.* of, &c. twenty pounds for, and during the term of her natural life, and to *N. H.* the Wife of *J. H.* in the, &c. *Grocer*, one other Annuity of twenty pounds a year for, and during the term of her naral life with ſeveral clauſes of diſtreſs; to be paid unto them ſeverally and reſpectively at the Feaſts of, &c. the firſt payment to begin and be made at which of the ſaid Feaſts

ſhall firſt happen after the Death of him, the ſaid *R. B.* **And whereas** (the ſaid *R. L.* being deceaſed) the ſaid *R. B.* did afterwards by his Codicil in writing under his hand and ſeal bearing date the, &c. give unto the ſaid *P.* and his Heirs all thoſe his ſaid Lands and Tenements in the Pariſh of, &c. upon the ſaid Truſt, and to the ſaid purpoſes and intentions as are mentioned in the ſaid Will, as by the ſaid recited Will and Codicil thereunto annexed ſithence proved in the Prerogative Court (amongſt other Truſts and things in them reſpectively contained) whereunto relation being reſpectively had may more at large appear. **Now this Indenture witneſſeth,** That the ſaid *J. P.* in purſuance of the ſaid Will, and performance of the truſt in him repoſed hath granted and confirmed and by theſe Preſents doth grant and confirm unto the ſaid *B. P.* and her Aſſigns one Annuity or yearly rent of twenty pounds of lawful Money of *England* to be iſſuing and going out of all thoſe, the ſaid Meſſuages, Lands and Tenements with the appurtenances ſituate and being in, &c. or elſewhere, deviſed unto him, the ſaid *J. P.* by the aforeſaid *R. B.* in and by the ſaid recited laſt Will and Teſtament and Codicil thereunto annexed of him the ſaid *R. B.* as aforeſaid. **To have,** hold, perceive, take and enjoy the ſaid Annuity or yearly rent of twenty pounds unto the ſaid *B. P.* and to her Aſſigns for, and during the natural life of her, the ſaid *B.* at two Feaſts in the year, (that is to ſay) at the Feaſt of, &c. by even and equal portions, the firſt payment thereof to begin and be made upon the, &c. now next enſuing, and the other payment thereof on the, &c. then after. And if it ſhall happen, the ſaid yearly rent or Annual payment of twenty pounds to be behind and unpaid in part or in all by the ſpace of twenty days next after, either of the ſaid Feaſt-days or days of payment on which the ſame ought to be paid as aforeſaid, being lawfully demanded, That then, and ſo often it ſhall and may be lawful to, and for the ſaid *B. P.* and her Aſſigns for the ſaid yearly Rent or Annuity, and the Arrearages thereof ſo happening to be behind and unpaid as aforeſaid, into all and ſingular the Meſſuages, Lands

and

and Tenements and all other the premiſſes with the Appurtenances, or into any part or parcel thereof, to enter and diſtrein, and the diſtreſs and diſtreſſes there ſo taken, to bear, lead, drive, carry away, detain and keep until the ſaid yearly Rent or Annuity and the Arrearages of the ſame if any ſhall be due to the ſaid *B. P.* and her Aſſigns be fully ſatisfied and paid. *In Witneſs*, &c.

Apprentiſhips.

An Indenture for binding an Apprentice.

This Indenture witneſſeth, That *A. B.* Son of *A. B.* of, &c. Doth with the conſent of his ſaid Father, teſtified by his being a parry thereto, and by his ſealing and delivering of theſe preſents, put himſelf Apprentice unto *E. E.* of, &c. to ſerve with him after the manner of an Apprentice from the day of the date hereof until the full end and term of ſeven years from thence next enſuing, and fully to be compleat and ended, to learn the Art, Trade or Myſtery of, &c. during which ſaid Term the ſaid Apprentice his Maſter faithfully ſhall ſerve, his ſecrets keep, his lawful commands willingly do;he ſhall do no damage to his ſaid Maſter, nor ſee to be done of others, but that he to his power ſhall forthwith give warning to his Maſter of the ſame ; he ſhall not waſte the goods of his ſaid Maſter, nor lend them unlawfully to any; he ſhall not commit Fornication or contract Matrimony within the ſaid Term; he ſhall not play at Cards, Dice, Tables, or any other unlawful Games, whereby his ſaid Maſter may ſuſtain any loſs of his own Goods or others, during the ſaid Term, without the licenſe or conſent of his ſaid Maſter;he ſhall neither buy or ſell, he ſhall not haunt Play-houſes, Taverns, Alehouſes, nor abſent himſelf from his ſaid Maſters ſervice day nor

night unlawfully but in all things as a faithful Apprentice, he ſhall behave himſelf towards his ſaid Maſter and all his during the ſaid term. And the ſaid Maſter the ſaid Apprentice in the Art aforeſaid ſhall teach and inſtruct, or cauſe to be taught and inſtructed finding and allowing unto his ſaid Apprentice Meat, Drink, Waſhing, Lodging, Apparel and all other things neceſſary and convenient for his ſaid Apprentice, during the ſaid term, and for the true performance of all the ſaid Covenants and Agreements, each of the ſaid parties bindeth himſelf unto the other of them by theſe Preſents. *In Witneſs*, &c.

Articles and other Writings of Agreement.

Articles between a Maſter and a Servant about the Management of a Farm.

Articles of Agreement, indented, made, concluded and agreed upon the, &c. *Between* S. T. *of*, &c. *of the one part, and* F. S. *of*, &c. *of the other part, as followeth*, viz.

IMprimis, Whereas the ſaid *S. T.* hath agreed with and hired the ſaid *F. S.* to be his Servant or Agent for the well ordering, improving and managing for the beſt and moſt profit and advantage of the ſaid *S. T.* in good Husbandlike manner as herein after is mentioned, of all that Farm, Meſſuage or Tenement, Barns, Stables, out-Houſes, Lands, Meadows and Paſture-ground with the Appurtenances

nances thereunto belonging, now in the tenure or occupation of the ſaid *T. S.* ſituate, lying and being in, &c. and commonly called or known by the name of, &c. for the term of one year from the Feaſt-day of, &c. next coming after the date hereof, and ſo from year to year afterwards for and during the term of two years more, if he, the ſaid *S.* ſhall think fit to entertain the ſaid *F.* in his ſaid ſervice and not otherwiſe at, and for the yearly ſallary or wages of thirty pounds of lawful Money of *England*, *per Annum*, payable quarterly, as herein after is mentioned. And alſo, whereas the ſaid *S T.* hath Leaſed and to Farm-letten unto the ſaid *F. S.* the Stock of Cattel hereafter mentioned to be fed and paſtured upon the ſaid Farm as herein after is expreſſed for one whole year to be accompted from the ſaid Feaſt of, &c. and ſo from year to year afterwards for and during the term of two years more, if the ſaid *S* ſhall pleaſe to let the ſame, and not otherwiſe, (*viz.*) twenty Cows, at and for the Rent of fifty ſeven Shillings *per Annum* for each, and ſeveral Cows, whereof thirty two are to be delivered to the ſaid *F.* at *Michaelmas* next, and eleven more, reſidue of the ſaid forty three Cows between *Michaelmas* and *Lady-day* next, and alſo 120 Ewes at and for the Rent of 6 *s.* 8 *d.* for each ſeveral ſcore of the number of Ewes aforeſaid *per Annum*, which ſeveral Rents for the Stock of Cattel aforeſaid after the ſeveral Rates aforeſaid amounting together to the ſum of 156 *l.* and 2 *s.* he, the ſaid *F. S.* hath agreed to pay on the four Quarter-days in the year hereafter mentioned (That is to ſay, the Feaſts of, &c. by even and equal portions, and hath alſo granted unto the ſaid *F. S.* free liberty to keep in the ſaid Yards of the ſaid *F.* twenty Swine well wrung and yoaked, with a convenient number of Poultrey, allowing unto the ſaid *S. T.* twelve good Capons every year. Now it is thereupon Covenanted, Granted, Concluded and agreed, by and between the ſaid parties to theſe preſents, for themſelves, their Executors, Adminiſtrators and Aſſigns, by theſe preſents, in manner and form following, that is to ſay, The ſaid *F. S.* for himſelf, his Executors, Adminiſtrators and Aſſigns doth Covenant, grant and

agree

agree to, and with the ſaid *S.T.* his Executors and Adminiſtrators by theſe preſents. That he, the ſaid *F. S.* ſhall and will at his and their own proper coſts and charges in good Husband-like manner, and at ſeaſonable times in the year, from time to time, during ſo long as he ſhall continue in the ſaid ſervice of the ſaid *S.* well and ſufficiently Plow and keep in Tillage the number of 150 Acres little more or leſs parcel of the Farm aforeſaid, every year yearly, and ſhall and will leave fifty Acres thereof to be laid fallow every other year, and plow the ſame fifty Acres four times before it be ſowed again, and ſhall ſow the remaining hundred Acres at ſeaſonable times in the year, with ſuch Corn or Seed as the ſaid *S T.* his Executors or Aſſigns ſhall from time to time direct and appoint, and the ſame ſo ſown ſhall in good Husband-like manner Harrow, and in like manner if need be, role the ſame in ſeaſon: And that he the ſaid *F. S.* his Servants and Aſſigns, ſhall from time to time during the term of three years, or ſo long thereof as he ſhall remain in the ſaid ſervice of the ſaid *S.* at ſeaſonable times in the year in good Husband-like manner reap, cut down and ſhock all the Corn that ſhall ſtand, grow, or be in or upon the ſaid Farm or any part thereof, and do all other things that ſhall be convenient for making the ſame fit to be Houſed, and then ſhall fetch in and lay up the ſame in the Barn belonging to the Farm, and alſo well and ſufficiently repair, maintain, keep and amend the Hedges, Fences, and Incloſures of or belonging to the ſaid Farm and Premiſſes in, by, and with all needful and neceſſary reparations and amendments during the ſaid term, and ſhall and will lay all the Meadows of the ſaid Farm from *Lady-day* till *Midſummer*, or ſo much longer every year, during ſo long of the ſaid term of three years as he ſhall continue in the ſaid ſervice of the ſaid *S.* his Executors or Aſſigns as ſhall be convenient, for Hay, and ſhall and will alſo at ſeaſonable times in the year yearly, during the ſaid term in good and Husband-like manner mow all the ſaid Meadows, and in like manner make up all the Hay, and fetch and carry it from the ſaid Meadow to the Yard belonging to the ſaid Farm,

Farm, and there lay it up in a Stack or Stacks, and ſhall and will lay all the Dung, Soil and Compoſt that ſhall be made in or about the Yards and Out-houſes belonging to the ſaid Farm and ſuch other Dung and Soil as the ſaid *S.T.* ſhall buy and provide for that purpoſe, to, and upon ſuch part of the Lands and Grounds of the ſaid Farm as the ſaid *S.* ſhall from time to time direct and appoint, and at ſeaſonable times in the year ſhall there ſpread the ſame together with all Mole-hills and Dung that ſhall be made by the Cattel upon the Paſture-grounds. **And furthermore,** the ſaid *F. S.* doth Covenant and agree to and with the ſaid *S.T.* his Executors, Adminiſtrators and Aſſigns that for the better managing and performing of the buſineſs aforeſaid he, the ſaid *F.S.* at his own proper coſts and charges ſhall hire, find and provide two able and ſufficient Plowmen, who ſhall be aiding and aſſiſting to the ſaid *F.* in performance of all and every the work and buſineſs aforeſaid to carry out all ſuch Corn and other things as the ſaid *S.T.* ſhall from time to time order and appoint either to the now Dwelling-houſe of the ſaid *S.* in, &c. or to ſuch other place or places as he ſhall alſo direct and appoint, and ſhall alſo go with the Team of the ſaid *S.T.* to the High-ways from time to time as occaſion ſhall require, there to repair and amend the ſame, and do and perform all ſuch works and buſineſs with the ſaid Team as the ſaid *S.* ſhall from time to time order, think fit and appoint. And the ſaid *F. S.* for himſelf, his Executors, Adminiſtrators and Aſſigns doth further Covenant, grant and agree to and with the ſaid *S. T.* his Executors, Adminiſtrators and Aſſigns by theſe preſents, That he, the ſaid *F. S.* his Executors, or Aſſigns ſhall and will yearly and every year during the ſaid term, or ſo long thereof as it ſhall pleaſe the ſaid *S.* to let to Farm to the ſaid *F.* the Stock and Cattel aforeſaid, well and truly pay or cauſe to be paid unto the ſaid *S. T.* his Executors or Aſſigns the ſaid yearly rent or ſum of, &c. of lawful Money of *England* on the four Quarterly days of payment thereof above mentioned by even and equal portions, and alſo ſhall and will at his own proper coſts and charges bear

and

and pay all the Tythes that ſhall grow due during the ſaid term for all the ſaid Stock of Cattel, Cows and Ews aforeſaid and ſhall not or will not at any time or times during the ſaid term, feed or cauſe or ſuffer to be fed or put into or upon any of the ſaid Lands or Grounds of the ſaid *S.T.* part of the Farm aforeſaid any more or other Cattel than the Stock aforeſaid, or than ſuch Cattel or Horſes as it ſhall pleaſe the ſaid *S.* to let into the ſame; nor ſhall keep any more Swine upon the Farm aforeſaid than the ſaid twenty for his own uſe, and three Hogs for the uſe of the ſaid *S.* all which Hogs and Swine he, the ſaid *F. S.* ſhall and will from time to time during the ſaid term, keep well wrung and yoaked, and alſo that if it ſhall happen that the ſaid Stock of Cattel letten as aforeſaid, or the ſaid Swine or any of them at any time during the ſaid term, to hurt, damage, waſte or ſpoil any of the Meadows or Corn of the ſaid *S.T.* That then, and ſo often as the caſe ſhall happen, he the ſaid *F. S.* his Executors or Aſſigns ſhall and will well and truly pay or cauſe to be paid unto the ſaid *S. T.* his Executors or Aſſigns the full value of lawful Money of *England* of all ſuch Corn and Graſs ſo hurt, damaged, ſpoiled or waſted as aforeſaid. In conſideration of all which Premiſſes he, the ſaid *S. T.* for himſelf, his Executors, Adminiſtrators and Aſſigns doth Covenant, Grant and Agree, to and with the ſaid *F.S.* his Executors and Aſſigns by theſe preſents in manner and form following, that is to ſay, That he, the ſaid *S. T.* his Executors or Aſſigns ſhall and will well and truly pay or cauſe to be paid unto the ſaid *F. S.* the ſaid yearly rent, ſum or ſallery of thirty pounds of lawful Money of *England*, during ſo long of the aforeſaid term of three years as he, the ſaid *F.* ſhall continue in the ſaid ſervice and imployment of the ſaid *S.* on the ſaid four Quarterly days herein before particularly limited and mentioned for payment of the aforeſaid Rent of,&c. by even and equal portions, and alſo that he, the ſaid *F.* ſhall or may for and under the ſaid yearly Rent of,&c. and obſerving, performing, fulfilling, and keeping all and ſingular the Covenants, Grants, Articles and Agreements herein contained on his part, to

be

e obſerved, performed, done, fulfilled and kept according o the true intent and meaning of theſe preſents, have, old and enjoy the benefit, profit, and advantage ariſing y the ſaid Stock of Cattel to his own proper uſe for, and uring the term of one year, to be accompted from *Michaelmas* next as aforeſaid, and ſo from year to year afterwards or and during the term of two years more if he, the ſaid *S. T.* ſhall not within three Months next before the end of he ſecond year give or leave notice or warning at the Meſſuage belonging to the ſaid Farm that he is minded and determined otherwiſe to diſpoſe of the ſame. And ſhall or may diſpaſture the ſame Stock of Cattel together with the Horſes and other Cattel of the ſaid *S. T.* in and upon the Paſture-ground belonging to his Farm aforeſaid in reaſonable times in the year, and feed the Milch Cows and Sheep with Hay in the Winter, together with the Horſes of the ſaid *S.* and the dry Cows only with Straw without any lett, ſuit, trouble, moleſtation or hindrance of, or by the ſaid *S. T.* his Executors or Aſſigns, or any of them, or any other perſon or perſons lawfully claiming or to claim from, by, or under him, them, or any of them, or by his, their, or any of their means, conſent, or procurement. **Provided always**, and it is agreed by and between the ſaid parties to theſe Preſents, That if any of the Cows part of the ſaid Stock of Cattel letten as aforeſaid ſhall happen to Calve twice in one year during the continuance of the ſaid Stock in the hands of the ſaid *F. S.* Then and in ſuch caſe, ſuch ſecond Calf as ſhall ſo happen to fall in one year as aforeſaid, ſhall or may be had, received and enjoyed by the ſaid *S. T.* his Executors or Aſſigns, Together with the Milk of each Cow from ſuch her ſecond Calving until ſhe grow dry again without any lett, ſuit, denial, moleſtation, hindrance or interruption of or by the ſaid *F. S.* his Executors or Aſſigns. **Provided alſo**, and it is hereby declared and agreed by, and between the ſaid parties to theſe Preſents, and the ſaid *F. S.* for himſelf, his Executors, Adminiſtrators and Aſſigns doth Covenant, grant and agree to and with the ſaid *S. T.* his Executors, Adminiſtrators and Aſſigns

by

by theſe Preſents, That he, the ſaid *S. T.* ſhall at any time or times during the ſaid term of the firſt two years of the ſaid three years take into his own hands the ſaid Stock of Cattel ſo letten unto the ſaid *F. S.* as aforeſaid or otherwiſe to diſpoſe of the ſame, and of ſuch his mind or determination ſhall give or leave notice or warning three Months before the end of either of the ſaid two firſt years at the Farm aforeſaid, Then he, the ſaid *F. S.* his Executors and Adminiſtrators ſhall and will at the end of the ſaid three Months next after ſuch notice or warning given or left as aforeſaid, well and truly redeliver or cauſe to be delivered unto the ſaid *S. T.* his Executors or Aſſigns, all and ſingular the Stock of Cattel aforeſaid forty three Cows, one hundred and twenty Ewes to be at his diſpoſing without any further claim, denial or hindrance of, or by him the ſaid *F. S.* his Executors, Adminiſtrators or Aſſigns or any of them. *In Witneſs*, &c.

An Article to Seal a Leaſe.

Articles of Agreement, Indented and made, Concluded and Agreed upon the, &c. *between* E. G. *of*, &c. *of the one part, and* E. A *of*, &c. *of the other part in manner and form following. That is to ſay:*

FIrſt, it is Covenanted and agreed by, and between the ſaid parties to theſe preſents. And the ſaid *E.G.* for her ſelf, her Executors and Adminiſtrators, doth hereby Covenant and agree to and with the ſaid *E. A.* his Executors and Adminiſtrators, That ſhe, the ſaid *E. G.* her Executors, Adminiſtrators or Aſſigns as well for and in conſideration of the ſum of, &c. of Lawful Money of *England* to her in hand paid as alſo for, and in conſideration of a Quarters Rent before depoſited into the hands of the ſaid *E.G.* for the Meſſuage or Tenement, &c. ſhall and will in ſome convenient time after the date hereof make, ſeal, and deliver unto, or to the uſe of the ſaid *E. A.* his Executors or Adminiſtrators

ſtrators at his and their Coſts and Charges a good and ſufficient Leaſe in Writing of the ſaid Meſſuage or Tenement, &c. as the ſame were lately in the occupation of *A J.* and *F.D.* or one of them to commence from the Feaſt of,&c. for and during the time and term that the ſaid *E. G.* hath in the ſame (except the laſt half year) at and under the yearly Rent of,&c. to be paid by Quarterly Payments on the uſual Quarter-days in the year, that is to ſay, the Feaſt of, &c. every Quarters Rent to be paid beforehand on the Quarter day, and a Pepper-corn to be paid for the laſt Quarter, with ſuch uſual and neceſſary Covenants, Proviſoes and Exceptions therein as are mentioned and contained in one Indenture of Leaſe heretofore made and granted to the ſaid *A. J.* and *F. D.* of the ſame Premiſſes and as *M. D.* the Council of the ſaid *E. G.* did adviſe, and that he, the ſaid *E. A.* his Executors, Adminiſtrators and Aſſigns ſhall or may from the day of the date hereof, hold and enjoy the ſaid Premiſſes until ſuch Leaſe in writing ſhall be ſo as aforeſaid made, and executed unto the ſaid *E A.* his Executors and Adminiſtrators at and under the Rents and Covenants herein mentioned, without any moleſtation or hindrance of the ſaid *E. G.* her Executors or Adminiſtrators. And the ſaid *E. A* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth Covenant, promiſe, grant and agree to and with the ſaid *E. G.* her Executors, Adminiſtrators and Aſſigns by theſe Preſents, That he, the ſaid *E. A.* his Executors, Adminiſtrators and Aſſigns ſhall and will quarterly and every quarter-day, *viz.* on the Feaſt of,&c. well and truly pay or cauſe to be paid unto the ſaid *E. G.* her Executors, Adminiſtrators or Aſſigns the Quarters rent or ſum of, &c. until the ſaid Leaſe in writing ſhall be made and tendred in manner and form aforeſaid; and that he, the ſaid *E. A.* his Executors, Adminiſtrators and Aſſigns ſhall and will at his or their own proper coſts and charges when, and as often as need ſhall be and require, well and ſufficiently repair the ſaid Meſſuage or Tenement, &c. and that he, the ſaid *E. A.* his Executors and Adminiſtrators ſhall and will accept ſuch Leaſe in writing as aforeſaid and ſhall and will ſeal and in

due

due form of Law deliver to, or to the uſe of the ſaid *E. G.* her Executors, Adminiſtrators or Aſſigns a Counter-part of ſuch Leaſe in writing ſo as aforeſaid to be made on the day and at the time that ſhe, the ſaid *E. G.* her Executors or their Adminiſtrators ſhall in manner and form aforeſaid make, and tender ſuch Leaſe in writing, and likewiſe ſhall procure *A. R.* and *C. D.* of, &c. to be bound in the penalty of, &c. for the payment of the Rent and performance of the Covenants in the ſaid Leaſe. **And further**, the ſaid *E. A.* for himſelf, his Executors and Adminiſtrators doth hereby Covenant and promiſe to, and with the ſaid *E. G.* her Executors and Adminiſtrators that he, the ſaid *E. A.* his Executors and Adminiſtrators ſhall and will upon requeſt to him or them to be made by the ſaid *E. G.* her Executors, Adminiſtrators or Aſſigns, keep the Goods, Chattels, Houſhold-ſtuff and Implements of Houſhold (in a Schedule hereunto annexed for that purpoſe mentioned) now remaining and being in and about the ſaid Meſſuage or Tenement, ſafe, ſound and in as good plight and condition as the ſame now are, and that it ſhall and may be lawful to, and for her, the ſaid *E. G.* her Executors, Adminiſtrators or Aſſigns or any of them at any time to enter into the ſaid Meſſuage or Tenement and Premiſſes and take and carry away the ſaid Goods, Chattels, Houſhold ſtuff, and Implements of Houſhold, any thing in theſe preſents to the contrary thereof in any wiſe notwithſtanding. **Provided always**, that if it ſhall happen that any Quarters Rent ſhall be behind or unpaid by the ſpace of twenty days next over or after any of the ſaid Feaſts on which the ſame ought to be paid as aforeſaid that then and from thenceforth it ſhall and may be lawful to, and for the ſaid *E. G.* her Executors, Adminiſtrators and Aſſigns into the ſaid Meſſuage or Tenement and Premiſſes, and every or any part thereof in the name of the whole, wholly to re-enter and the ſame to have again, and the ſaid *E. A.* and his Executors, Adminiſtrators and Aſſigns thereout and from thence utterly to expell, put out and amove. *In Witneſs*, &c.

An

An Agreement for Tunnage.

THis writing and agreement Indented, made the, &c. Between *N. P.* of *L.* of the one part, and *T. P.* of *L.* of the other part, Witneſſeth, That he, the ſaid *N. P.* for the conſiderations hereafter mentioned, hath granted and letten to fraight unto the ſaid *T. P.* and that the ſaid *T* hath hired of and from the ſaid *N.* the lading of twenty Tun of Goods and Merchandizes as the ſaid *T. P.* his Factors or Aſſigns ſhall think fit, (Box-wood and Gaules only excepted) to be laden on board the *A.* of *London*, whereof the ſaid *T H* is Commander at *Smirna* within ſeventy days next after the ſaid Ship ſhall be capable to ſtough in Cotten-Wool in *Smirna* aforeſaid for her homeward lading the ſaid Ship being now bound out upon a Voyage thither, and from thence directly to this Port of *London*, to diſcharge and end her ſaid intended Voyage. In conſideration whereof the ſaid *T. P.* for her ſelf, her Executors and Adminiſtrators doth Covenant, Promiſe and agree to and with the ſaid *N. P.* his Executors and Aſſigns by theſe preſents not only within the ſeventy days to be accompted as aforeſaid to lade or cauſe to be laden on board the ſaid Ship at *Smirna* aforeſaid the ſaid twenty Tuns as aforeſaid, but alſo well and truly to pay or cauſe to be paid unto the ſaid *S. P.* his Executors or Aſſigns in *London* freight for each ſeveral Tun thereof, whether laden or not laden to be paid in manner following, (that is to ſay) one half or moiety thereof within ten days next after the return and diſcharge of the ſaid Ship at the Port of *London*, and the other half or moiety thereof within two Months then next following, together with Average and Primage accuſtomed: And to the performance hereof each of the ſaid parties bindeth himſelf to the other in the ſum or penalty of double the value of the freight aforeſaid, firmly and truly by theſe preſents. *In Witneſs*, &c.

An Agreement among Merchants.

T. D. E. S. and R. B. Engliſh Merchants jointly, or any of them ſeverally our Factors or Factor at *Leghorne*, to buy and fit the ſaid Ship the C. to Sea from *Algier* aforeſaid for *England*, for the Uſe and Accompt of us and the reſt of our late Part-owners of the ſaid Ship, according to our and their ſeveral late Intereſts herein, at any Price not exceeding four thouſand Dollars. And we the ſaid Freightors of the ſaid Ship have hereunto put our Hands and Seals together with our ſeveral Quantities of Tunnage of Currants laden in the ſaid Ship, and hereby likewiſe for our own ſeveral and particular Account do ſeverally and reſpectively impower and authorize them the ſaid *T. D. E. S.* and *R. B.* our Factors or Factor, jointly, or any of them ſeverally, to buy and lade aboard the ſaid Ship the C. at *Algier* to be brought for *England*, for our ſeveral Accounts, our ſaid ſeveral Quantities of Tunnage of Currants hereunder with our ſeveral Names ſubſcribed, at any Price or Priſes, not exceeding thirty two Dollars, about ten Dollars a Carrateel, and two Dollars half a quarter-roll Currants clear board of all Charges. And we the ſaid *E. R. A. J.* and *J. J.* for our ſelves jointly and ſeverally, and for our ſeveral and reſpective Executors and Adminiſtrators, and for the reſt of the ſaid late Part-owners of the ſaid Ship C. for us our ſeveral and reſpective Executors and Adminiſtrators, do Covenant, Promiſe, Grant and Agree to and with the ſaid *T. D. E. S.* and *R. B.* jointly and ſeverally, by theſe Preſents, well and truly to pay and reimburſe, or cauſe to be paid and reimburſed unto the ſaid *T. D. E. S.* and *R. B.* or ſome one of them, or their, or ſome or one of their Aſſigns, all ſuch ſum and ſums of Money, Coſts and Charges whatſoever, which ſhall be by them or any of them, paid or diſburſed for the buying and fitting of the ſaid Ship the C. to Sea as aforeſaid, *In Witneſs*, &c.

Articles

Articles for building of an Oven.

Articles of Agreement, indented, made, had, concluded and agreed upon the, &c. *between* I. H. *Citizen*, &c. *of the one part, and* E. C. *of the other part as followeth*, viz.

IT is hereby concluded and agreed upon, by and between the ſaid Parties: And firſt the ſaid *J. H.* for himſelf doth promiſe and agree to and with the ſaid *E. C.* by theſe Preſents, that he the ſaid *J. H.* ſhall and will permit, ſuffer and give free liberty and Permiſſion (as far as in him is) to him the ſaid *E. C.* to build, erect and ſet up one Oven, &c. adjoining to the ſaid Dwelling-houſe of the ſaid *E. C.* to contain the Dimenſions following, *viz.* five Foot ſix Inches in length from the out-ſide of the Wall of the ſaid Dwelling-houſe of the ſaid *E. C.* into the Court in breadth ſeven Foot, and in highth from the Ground ſeven Foot ſix Inches, To have hold and enjoy the ſame for and during the Term and Space of two Years from the day of the Date hereof, (if the ſaid *E. C.* ſhall ſo long live) without the Hindrance or Moleſtation of him the ſaid *J. H.* Provided always, that if at any time hereafter the ſaid *J. H.* his Executors, Adminiſtrators and Aſſigns, ſhall make a Door out of the back ſhop of him the ſaid *J. H.* into the ſaid Court, that then he the ſaid *E. C.* ſhall and will within the ſpace of three Months next after ſuch notice thereof to him given by the ſaid *J. H.* his Excecutors, Adminiſtrators or Aſſigns in writing, pull down, take and carry away the Oven and the Bricks, and the Rubbiſh and the Materials thereof; or if the ſaid Oven ſhall prejudice or annoy him or them, or their Dwelling-houſe, that then he, the ſaid *E. C.* ſhall and will within the ſpace of three Months next after notice or warning of ſuch Annoyance, &c.

Articles for a Tapſter in an Inn.

Articles of Agreement indented, made, concluded, and agreed upon the, &c. *Between* A. A. *of,* &c. *and* G. C. *of the one part, and* W. G. *of,* &c. *of the other part, in manner and form following: That is to ſay,*

Firſt, **It is Covenanted, Granted and Agreed by and between the ſaid Parties.** And the ſaid *A. A.* and *G. C.* for divers good cauſes and conſiderations hereafter expreſſed, the day of the date hereof, have accepted, entertained and taken the ſaid *W. G.* as their Tapſter, to draw, utter, ſell and put to Sale all ſuch Beer and Ale as ſhall be uttered and ſold within their Meſſuage, Tenement or Inn, ſituate and being in, &c. called or known by the name or ſign of, &c and which be uttered and ſold thereout, and fetched therefrom, for, and during ſuch time and term as the ſaid parties to theſe preſents ſhall like and approve of each other, and the ſaid *A. A.* and *G. C.* for themſelves and their Executors and Adminiſtrators do hereby Covenant, Grant and Agree that he, the ſaid *W. G.* his Executors, Adminiſtrators and Aſſigns for the ſame conſiderations ſhall during ſuch time and term have hold and enjoy to his own uſe, benefit and behoof for the drawing, uttering, ſelling, and putting to ſale all ſuch Beer, and Ale as aforeſaid, the Cellars belonging to the ſaid Meſſuage, Tenement or Inn, and all and ſingular, Kitchen, Rooms, Chambers and Garrets, ſtanding, lying and being over the ſame, and that they, the ſaid *A. A.* and *G. C.* their Executors and Adminiſtrators ſhall and will from time to time and at all times as occaſion ſhall require during ſuch time and term, at his and their proper coſts and charges provide and lay into the ſaid Cellars for the uſe of the ſaid

ſaid *W. G.* his Executors, Adminiſtrators and Aſſigns in that reſpect good and ſound ſtrong Ale and ſtrong Beer; and that he, the ſaid *W. G.* his Executors and Adminiſtrators ſhall or may during the time and term aforeſaid have and take to his own uſe the profit, advantage and benefit of the buying, ſelling, and uttering Tobacco, Bread, Cheeſe and all other Victuals whatſoever. And that during all ſuch time and term as aforeſaid no other Victualler or Tapſter ſhall be entertained or ſuffered to buy, ſell, re-tail, draw, utter or put to Sale any Beer, Ale, Tobacco or Victuals whatſoever in the ſaid Meſſuage, Tenement or Inn. In conſideration whereof the ſaid *W. G.* doth hereby for himſelf, his Executors and Adminiſtrators, Covenant, grant and agree to, and with the ſaid *A. A.* and *G. C.* their Executors and Adminiſtrators by theſe preſents in manner and form following, (That is to ſay) That he, the ſaid *W. G.* his Executors and Aſſigns ſhall and will during the ſaid time and term, pay or cauſe to be paid unto the ſaid *A. A.* and *G. C.* their Executors, Adminiſtrators or Aſſigns, or ſome of them, the ſeveral ſums of Money hereafter mentioned, that is to ſay, For every Barrel of ſtrong Ale that ſhall be uttered and ſold as above ſaid, twenty Shillings of lawful Money, and for every Barrel of ſtrong Beer as ſhall be ſo likewiſe uttered, the like ſum of twenty Shillings accompting twenty one Barrels to the ſcore as the Brewer allows; and ſo after the ſame rate for every greater or leſſer quantity. And that he, the ſaid *W. G.* his Executors or Aſſigns ſhall or will, at, or before the end of every Month during the time and term aforeſaid make a true and juſt reckoning, accompt and ſatisfaction unto the ſaid *A. A.* and *G. C.* their Executors, Adminiſtrators or Aſſigns, or ſome of them, for ſuch and ſo much Money as ſhall upon every of their Accompts appear to be due and payable unto them, for, and in reſpect of the Premiſſes according to the rates aforeſaid. And for the better ſatisfaction and ſurer payment of ſuch Moneys, he, the ſaid *W. G.* at, or before the enſealing hereof hath depoſited into the hands of the ſaid *A. A.* and *G. C.* to remain during

ring the time and term aforeſaid the ſum of, &c. of lawful Money of *England*, the receipt whereof, they, the ſaid *A. A.* and *G. C.* do hereby accordingly acknowledge, and that he, the ſaid *W. G.* his Executors or Adminiſtrators ſhall and will within one Month after the date hereof at his Coſts and Charges find and provide two Fire-grates, and cauſe the ſame to be fixed up and ſet in the Kitchen-Chimney, and the Tap-houſe Chimney, and likewiſe one long Table to be ſet up in the firſt Room up one pair of Stairs, and likewiſe ſhall and will provide and furniſh two Beds in two of the Rooms, fit for Lodging and Entertaining of Cuſtomers coming and reſorting to the ſaid Inn. And likewiſe ſhall not or will not at any time or times during the term or time aforeſaid let or ſet any of the Rooms above mentioned to any Lodger whatſoever other than to the common Gueſts and Cuſtomers reſorting to the Inn. Provided nevertheleſs, and it is Covenanted, conditioned and agreed by, and between the ſaid parties to theſe preſents that if either of them ſhall at any time miſlike of each other in their dealings concerning the Premiſſes, and thereof give ſix Months notice; It ſhall and may be lawful at the end of ſuch ſix Months and not before for the ſaid *W. G.* his Executors, Adminiſtrators and Aſſigns to leave off the ſaid imployment and Cellar, Rooms and Premiſſes: And it ſhall be likewiſe lawful for them, the ſaid *A. A.* and *G. C.* and their Executors, Adminiſtrators and Aſſigns at the end of ſuch ſix Months and not before to put the ſaid *W. G.* and his Executors, Adminiſtrators and Aſſigns out of the ſaid imployment and Cellar, Rooms and Premiſſes aforeſaid, and that the ſaid parties ſhall and will at the end of the ſaid ſix Months come to a true and juſt reckoning and accompt one with the other. And if the ſaid *W. G.* his Executors, Adminiſtrators and Aſſigns ſhall not have ſo much Moneys in his hands of theirs, the ſaid *A. A.* and *G. C.* their Executors, Adminiſtrators or Aſſigns as ſhall ſatisfie the ſaid ſum of, &c. ſo left in their hands as aforeſaid, and for the Fire-grates and Tables aforeſaid at the Rates they coſt him,

him, the ſaid *W. G.* That then he, the ſaid *A. A.* and *G. C.* their Executors and Adminiſtrators ſhall and will ſatisfie and pay unto the ſaid *W. G.* his Executors, Adminiſtrators or Aſſigns, ſo much of the ſaid twenty Pound as upon their Accounts ſhall juſtly appear to be due unto the ſaid *W. G.* his Executors, Adminiſtrators or Aſſigns at the end of the ſaid ſix Months, as likewiſe ſhall and will then ſatisfie and pay unto the ſaid *W. G.* his Executors, Adminiſtrators or Aſſigns, ſo much Money as the aforeſaid Fire-grates and Tables ſhall coſt him, the ſaid *W. G.* as aforeſaid. The ſaid Fire-grates and Tables to be left fixed in the ſaid Chimneys and Rooms for the uſe of the ſaid *A. A.* and *G. C.* their Executors, Adminiſtrators and Aſſigns. And if it ſhall happen that the ſaid *W. G.* his Executors, Adminiſtrators or Aſſigns ſhall have more Money in his hands for, or in reſpect of the Premiſſes than ſhall amount unto above the ſum of, &c. and price of the Fire-grates and Tables aforeſaid: Then the ſaid *W. G.* his Executors, Adminiſtrators or Aſſigns ſhall ſatisfie and pay ſuch overplus of Money to the ſaid *A. A.* and *G. C.* their Executors, Adminiſtrators and Aſſigns at the end of the ſaid ſix Months as upon ſuch their Accompts ſhall appear to be due. And at the end of the ſaid ſix Months it ſhall and may be Lawful for the ſaid *W. G.* his Executors, Adminiſtrators and Aſſigns to carry away his Bedding and other Implements of Houſhold, any thing in theſe preſents to the contrary notwithſtanding. And for the true performance of all and ſingular the Articles and Agreements aforeſaid, the ſaid parties bind themſelves each to the other firmly by theſe preſents. In witneſs whereof the ſaid parties to have theſe Articles Indented interchangeably put their Hands and Seals the day and year aforeſaid.

Articles between three perſons, who took up Money together to Trade in a Joynt Stock, wherein each Covenants to the other to indemnifie him from the payment of his proportion.

Articles of Agreement Tripartite, had, made, concluded and fully agreed upon the, &c. *Between* R. W. *of*, &c. *of the firſt part*, N. M. *of*, &c. *of the ſecond part, and* D. W. *of*, &c. *of the third part, their, Executors and Adminiſtrators in manner following*, (viz.)

THat whereas the ſaid Parties by their Bond, or Obligation dated the, &c. do ſtand joyntly and ſeverally bound and obliged unto *D. W.* of, in the penal ſum of, &c. of Lawful Money of *England*, conditioned for payment of the ſum of, &c. at two payments, (*viz.*) &c. part thereof on the, &c. and, &c. reſidue thereof on the, &c. next following. And the ſaid parties to theſe preſents by one other Bond or Obligation of the ſame date, do likewiſe ſtand Joyntly and ſeverally bound and obliged unto *T. B.* of, &c. in the penal ſum of, &c. conditioned for payment of, &c. of like Money at two payments, (*viz.*) &c. part thereof on the, &c. and, &c. reſidue thereof on the, &c. And alſo the ſaid parties to theſe preſents by two Bills under their Hands and Seals of the ſame date have joyntly and ſeverally engaged to pay unto *R. W.* of, &c. the ſum of, &c. of Lawful Money of *England*, and unto the aforeſaid *T. B.* the ſum of, &c. of like Money on the, &c. As by the ſaid ſeveral recited Obligations and Bonds, and the Conditions thereof, and the recited Bills under the

the Hands and Seals of them, the ſaid *R W. M. N.* and *D. M.* may appear; which ſaid Money ſo as aforeſaid due or to become due and payable on the ſaid recited Bonds is due and to be paid by and from the ſaid parties upon an equal proportion, ſhare and ſhare alike. And whereas the ſhares and proportions of the ſaid ſeveral parties to theſe preſents, of the ſaid Moneys ſo as aforeſaid ſecured by the aforeſaid two recited Bills, to be paid unto the ſaid *R. W.* and *T. B.* are hereby ſtated and agreed to be as followeth, (*viz.*) upon the ſaid Bill to be upon the ſaid *R W.* before rated, the ſaid *R. W.* is to pay the ſum of, &c. of Lawful Money of *England* for his ſhare; And the ſaid *N M.* is to pay the ſum of, &c. for his ſhare; And the ſaid *D. W.* is to pay for his ſhare the ſum of, &c. And upon the ſaid Bills unto the ſaid *T B.* the ſaid *R. W* is to pay the ſum of, &c. for his ſhare; And the ſaid *N. M.* is to pay the ſum of, &c for his ſhare; And the ſaid *D.* is to pay the ſum of, &c. of lawful Money of *England* for his ſhare. In conſideration whereof, and for a right and good payment of the ſaid ſum and ſums of Money as the ſame ought ſeverally to be paid in due proportion as aboveſaid, according to the true intent and meaning of theſe preſents by every of the ſaid parties from whom the ſame is juſtly due and owing according to the ſhares and Proportions aforeſaid, and for ſecuring and indempnifying each other therein, and of, for, from and concerning each other ſeveral ſhares and proportions aforeſaid. It is hereby Covenanted, concluded and fully agreed by, and between the ſaid parties to theſe preſents: And firſt, the ſaid *R. W.* for him, his Heirs, Executors and Adminiſtrators, and for every of them doth Covenant, promiſe and grant to and with the ſaid *N. M.* and *D. W.* and either of them, their and either of their Heirs, Executors and Adminiſtrators, that he the ſaid *R. W.* his Executors or Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *D. W.* his Executors, Adminiſtrators or Aſſigns the ſum of, &c. of lawful Money of *England*, and unto the ſaid *T. B.* his Executors or Aſſigns the ſum of, &c. of like Money, being his equal

equal ſhare and proportion of the Moneys in the conditions of the ſaid recited Obligations ſeverally mentioned as aforeſaid at the days and times therein ſeverally limited and appointed as aforeſaid without fraud or further delay. And likewiſe that he, the ſaid *R. W.* his Heirs, Executors or Adminiſtrators ſhall and will well and truly pay or cauſe to be paid unto the ſaid Adminiſtrators or Aſſigns the ſum of, &c. of lawful Money of *England* on the day of,&c. next enſuing as aboveſaid being his ſhare and proportion of the ſaid Moneys due or to be due upon the ſaid Bills as aforeſaid. And that he, the ſaid *R. W.* his Heirs, Executors, or Adminiſtrators, ſhall and will well and ſufficiently ſave, defend, keep harmleſs and indempnified them the ſaid *N. M.* and *D. W.* and either of them, their or either of their Heirs, Executors and Adminiſtrators and their, and every of their Goods, Chattles, Lands, Tenements, Wares and Merchandiſes as well of, for, and from all his,the ſaid *R.W*'s ſhares and proportions as aforeſaid, and of and from all and all manner of Actions and Accompts, Suits, Troubles, Coſts, Charges, Damages and expences whatſoever which ſhall or may happen, or which they or either or any of them ſhall or may ſuſtain or be put unto for, or by reaſon or concerning of the non-payment of ſuch his, the ſaid *R. W.* his ſhare and proportion in manner and form aforeſaid. And the ſaid *N. M.* for himſelf, his Heirs, Executors, and Adminiſtrators, and for every of them, doth Covenant, promiſe and grant to, and with the ſaid *R. W.* and *D. W.* and either of them, their and either of their Heirs, Executors and Adminiſtrators ſeverally and reſpectively, by theſe preſents in manner and form following, that is to ſay, That he, the ſaid *N. M.* his Heirs, Executors and Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *D. W.* his Executors, Adminiſtrators or Aſſigns the ſum of, &c. of lawful Money of *England*, and alſo to the ſaid *T. B.* his Executors, Adminiſtrators or Aſſigns the ſum of, &c. of like Money being his equal ſhare and proportion of the Moneys in the ſaid conditions of the ſaid recited Obligations ſeverally mentioned

oned at the days and times therein ſeverally mentioned, limited and appointed as aforeſaid without fraud or further delay; And likewiſe that he, the ſaid *N. M.* his Heirs Executors or Adminiſtrators ſhall and will well and truly pay or cauſe to be paid unto the ſaid *R. W.* his Executors, Adminiſtrators or Aſſigns the ſum of, &c. of lawful Money of *England*, and unto the ſaid *T. S.* his Executors Adminiſtrators or Aſſigns the ſum of, &c. of like Money on the, &c. next enſuing the date hereof as aforeſaid, being his ſhare and proportion of the ſaid Money due or to be due upon the ſaid Bill as aforeſaid. And that the ſaid *N. M.* his Heirs, Executors and Adminiſtrators ſhall and will well and ſufficiently ſave, defend, keep harmleſs and indemnified the ſaid *R. W.* and *D. W.* and either of them, their and either of their Heirs, Executors and Adminiſtrators and their and every of their Goods, Chattels, Lands and Tenements, Wares and Merchandizes, as well of, for and from all his the ſaid *N. M.* his ſhares and proportions as aforeſaid, as of and from all and all manner of Actions, Suits, Troubles, Coſts, Charges, Damages and Expences whatſoever which ſhall or may happen or which they or either, or any of them ſhall or may ſuſtain or be put unto for, or by reaſon of or concerning the non-payment of ſuch, the ſaid *M. N.* his ſhares and proportions in manner and form aforeſaid.

And the ſaid *N. M.* for himſelf, his Heirs, Executors, and Adminiſtrators, and for every of them doth Covenant, promiſe and grant to, and with the ſaid *R. W.* and *D. W.* and either of them, their and either of their Heirs, Executors, and Adminiſtrators ſeverally and reſpectively by theſe preſents in manner and form following, that is to ſay, that he, the ſaid *N. M.* his Heirs, Executors, or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *D. W.* his Executors, Adminiſtrators or Aſſigns, the ſum of,&c. of lawful Money of *England*,and alſo to the ſaid *T. B.* the ſum of, &c. of like Money; being his equal ſhare and proportion of the Money; in the conditions of the ſaid recited Obligation mentioned as aforeſaid; At the

the days and times therein ſeverally limited and appointed without fraud or delay; And likewiſe that he, the ſaid *D. W.* his Heirs, Executors or Adminiſtrators ſhall and will well and truly pay or cauſe to be paid unto the ſaid *R W.* his Executors, Adminiſtrators or Aſſigns, the ſaid ſum of, &c. of lawful Money of *England*, and unto the ſaid *T. B.* his Executors, Adminiſtrators or Aſſigns the ſum of, &c. of like Money on the, &c. now next enſuing the date hereof aforeſaid being his ſhare and proportion of the Money due or to be due upon the ſaid Bill as aforeſaid. And ſhall and will well and ſufficiently ſave, defend, keep harmleſs and indempnified them, the ſaid *R. W.* and *N. W.* and either of them, and either of their Heirs, Executors and Adminiſtrators and their and every of their Lands, Tenements, Goods and Chattels, Wares and Merchandizes as well of and from his, the ſaid *D. W.* ſhare and proportion as aforeſaid, as of and from all manner of Action and Actions, Suits, Troubles, Coſts, Charges, Damages and expences whatſoever that ſhall or may happen, or which he or they, or either, or any of them ſhall or may ſuſtain or be put unto, for, or by reaſon or concerning of the non-payment of ſuch his, the ſaid *D. W*'s ſhare and proportion in manner and form as aforeſaid. And for the true performance of the Covenants, Articles and Agreements aforeſaid, the ſaid parties bind themſelves either to the other in the penal ſum of, &c. of lawful Money of *England* firmly by theſe preſents. *In Witneſs*, &c.

Articles

Articles of Agreement in the nature of a Leaſe parol of a Houſe in London.

Articles of Agreement indented, had, made, concluded, and fully agreed upon the, &c. *between* T. R. *of the one part and* J. A. *of*, &c. *of the other part, in manner following, that is to ſay.*

Firſt, **It is Covenanted, Concluded and fully agreed by, and between the ſaid parties to theſe Preſents,** That the ſaid *T. R.* as well for, and in conſideration of the ſum of, &c. of lawful Money of *England* to him in hand paid, and of the ſum of, &c. of lawful Money of *England* agreed to be paid unto him, the ſaid *T. R.* his Executors, Adminiſtrators or Aſſigns by him, the ſaid *J. A.* his Executors and Adminiſtrators on the, &c. next enſuing the date hereof, as alſo for and in conſideration of the Rents and Covenants herein after reſerved and mentioned to be paid and performed by the ſaid *J. A.* his Executors, Adminiſtrators and Affigns hath ſet, and to Farm-letten, and by theſe preſents doth ſet and to Farm-let unto the ſaid *J. A.* all that his Meſſuage or Tenement, &c. ſituate and being in, &c. now in the poſſeſſion or occupation of the ſaid *T. R.* or his Aſſigns. And all lights, eaſements, profits and commodities thereunto belonging, and therewith held and enjoyed by the ſaid *T. R.* To have and to hold the ſaid Meſſuage or Tenement unto the ſaid *J. A.* his Executors, Adminiſtrators and Aſſigns from the Feaſt of, &c. next enſuing the date hereof for, and during and unto the full end and term of, &c. from thence next enſuing and fully to be compleat and ended. Yielding and paying therefore yearly, and every year during the ſaid term of, &c. unto the ſaid *T. R.* his Executors, Adminiſtrators and Aſſigns, the

the Rent or ſum of, &c. of Lawful Money of *England* at the four moſt uſual Feaſts or Terms in the year; That is to ſay, at the Feaſt of, &c. by even and equal portions. In regard the ſaid *J. A.* hath agreed to pay unto the ſaid *T. K.* one whole years Rent for the hereby letten Premiſſes beforehand being part of the ſaid thirty pounds above-mentioned to be paid on the, &c. And it is hereby Covenanted, promiſed, granted and agreed by and between the ſaid parties to theſe preſents and the ſaid *J. A* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns doth Covenant, promiſe and grant to, and with the ſaid *T. R.* his Executors, Adminiſtrators and Aſſigns by theſe preſents in manner and form following. (That is to ſay) That he, the ſaid *J. A.* his Executors, Adminiſtrators or Aſſigns ſhall and will from time to time during the ſaid Term really and truly pay or cauſe to be paid unto the ſaid *T. R.* his Executors, Adminiſtrators or Aſſigns the yearly rent or ſum of, &c. of lawful Money of *England* on the ſeveral Feaſt-days of payment in the year in ſuch manner and form as is above mentioned and expreſſed by even and equal portions, and alſo that he, the ſaid *J. A.* his Executors, Adminiſtrators and Aſſigns ſhall and will from time to time and at all times hereafter during the ſaid term, well and ſufficiently repair, maintain, uphold, glaze, amend and keep the ſaid Meſſuage or Tenement and premiſſes thereunto belonging with the appurtenances, and all other buildings, erections and additions whatſoever that ſhall be by the ſaid *J. A.* his Executors, Adminiſtrators or Aſſigns at any time during the ſaid term erected, built, fixed, ſet up, and added to the ſaid hereby letten premiſſes or any part thereof, and the ſame and every part thereof ſo well and ſufficiently repaired, upheld, glazed, paved and amended in and by all things at the end of the ſaid term of, &c. or other ſooner expiration of the ſaid term, ſhall and will peaceably and quietly leave, ſurrender and yield up unto the ſaid *T. R.* his Executors, Adminiſtrators and Aſſigns: And alſo if it ſhall happen the ſaid yearly rent of, &c. or any part thereof at any time during the

ſaid

ſaid term of, &c. to be behind or unpaid by the ſpace of, &c. next after any of the ſaid Feaſt-days or days of payment on which the ſame ought to be paid as aforeſaid being lawfully demanded; That then and from thenceforth it ſhall and may be lawful to, and for the ſaid *T. R.* his Executors, Adminiſtrators and Aſſigns into the ſaid hereby letten premiſſes and every or any part thereof in the name of the whole, wholly to reenter, and the ſame to have again, re-poſſeſs and enjoy as in his and their firſt and former Eſtate. (Any thing herein contained to the contrary thereof in any wiſe notwithſtanding.) And that he, the ſaid *J. A* his Executors, Adminiſtrators or Aſſigns ſhall and will well and truly pay and ſatisfie the Paviors or Pavior or other Workmen who lately raiſed, paved and furniſhed the Street and Paving before the door of the ſaid hereby letten premiſſes all ſuch ſum and ſums of Money as is due and owing unto them or any of them for the doing thereof; And ſhall thereof clearly acquit, diſcharge and free the ſaid *T. R.* his Executors and Adminiſtrators of, for, and from the ſame and every part thereof. And the ſaid *T. R.* for himſelf, his Executors, Adminiſtrators and Aſſigns doth Covenant, promiſe and agree to and with the ſaid *J. A.* his Executors and Adminiſtrators in manner following, (*viz.*) That he, the ſaid *T. R.* his Executors, Adminiſtrators and Aſſigns ſhall and will clear and leave the ſaid Meſſuage, &c. on or before the ſaid, &c. next enſuing and deliver the Key thereof unto him the ſaid *J. A.* his Executors, Adminiſtrators or Aſſigns, ſo that the ſaid *J. A.* his Executors, and Adminiſtrators ſhall or may enter into and have and enjoy the ſaid hereby letten premiſes according to the tenor, effect, and true meaning of theſe preſents. And alſo that he, the ſaid *J. A.* his Executors, Adminiſtrators or Aſſigns, paying the ſaid yearly rent of, &c. and performing the Covenants herein contained on his and their parts to be performed, ſhall and may peaceably and quietly have, hold and enjoy the ſaid hereby letten premiſſes and appurtenances to the ſame belonging, without any let, denial, hinderance or interruption of the ſaid *T. R.* his Executors,

or

or Aſſigns or any of them; or any other perſon or perſons claiming under him or them, or by his, their or any of their means, omiſſion, commiſſion or procurement: free, and clear and freely and clearly acquitted and diſcharged or otherwiſe from time to time during the term hereby letten well and ſufficiently ſaved, kept harmleſs and indempnified by him, the ſaid *T. R.* his Executors or Adminiſtrators, of, and from the ſaid Ground-rent due and grown due, for, or in reſpect of the ſaid ground whereon the ſaid Meſſuage or Tenement now ſtandeth. And for the true performance of all and ſingular the ſaid Covenants, Clauſes, proviſoes and agreements aforeſaid the ſaid parties bind themſelves unto the other, firmly by theſe preſents. *In Witneſs*, &c.

Articles of Agreement about ſeparate Maintenance for the Wife.

Articles of Agreement had, made and concluded upon the day of, &c. *Between* J. M. *of* W. *in Com.* B. *Eſq*; S. H. *Daughter of* R. H. &c. *of the ſecond part*; *and* A. H. &c. *of*, &c. *of the third part.*

WHereas there is a Marriage intended by the Grace of God ſhortly to be had and Solemnized between the ſaid *J. M* and *S. H* and whereas the ſaid *R. H.* hath purpoſed to accompt of Lands, Tenements or Hereditaments to the value of 200 *l. per Annum* for the Joynture of the ſaid *S.* but ſhe the ſaid *S.* is not content therewith, and whereas the ſaid *J. M.* hath agreed to ſettle upon the ſaid *S.* for her Life Lands and Tenements of the yearly value of 50 *l.* over and above the ſaid 200 *l. per Annum* to make up the Joynture of the ſaid *S.* 250 *l. per Annum*, and whereas alſo the

the ſaid *J. M.* hath agreed to give and allow (after the ſaid intended Marriage had) unto the ſaid *S.* during the Joynt Lives of her and the ſaid *J. M.* the ſum of 50 *l.* of Lawful Money of *England per Annum* for her private uſe and ſeparate maintenance. Now theſe preſents witneſs that it is declared and agreed by and between the parties to theſe preſents, and the ſaid *J. M.* in conſideration of the ſaid intended Marriage, and for the better performance of the Agreement aforeſaid doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, Covenant, promiſe and grant to and with the ſaid *A. H.* his Executors, Adminiſtrators and Aſſigns and every of them that he the ſaid *J. M.* ſhall and will at his own Coſts and Charges before the ſaid intended Marriage had, by good and ſufficient acts and aſſurances in the Law well and ſufficiently convey and aſſure, or cauſe to be conveyed and aſſured and ſettled to or to the uſe of the ſaid *S.* during her Life to take effect (in caſe the ſaid intended Marriage ſhall be had) in reverſion or remainder after the deceaſe of the ſaid *J. M.* Lands and Tenements or Hereditaments diſcharged of Incumbrances of the clear yearly value of 50 *l.* And further that he the ſaid *J. M.* above all charges and reriſes (publick Taxes only excepted) over and above the ſaid 200 *l. per Annum* to make up the Joynture of the ſaid *Suſannah* to be of the yearly value of 250 *l. per Annum*, and further that he the ſaid *J. M.* ſhall and will from and after the ſaid intended Marriage had yearly during the Joynt Lives of him and the ſaid *Suſannah* well and truly pay unto the ſaid *A. H.* his Executors or Aſſigns the ſum of 50 *l.* of Lawful Money of *England*, at and upon the Feaſt-day of St. *Thomas* the Apoſtle, the *Annunciation* of the Bleſſed Virgin *Mary*, St. *John* the *Baptiſt*, and St. *Michael* the Archangel, by even and equal Portions, the firſt payment thereof to be made on ſuch of the ſaid days of payment as ſhall happen to be and come next after the Solemnization of the ſaid intended Marriage, Nevertheleſs upon truſt to pay, imploy and diſpoſe the ſaid yearly ſum of 50 *l.* and every part thereof as the ſame ſhall be receiv'd, to ſuch perſon and

perſons, and to and for ſuch ends, intents and purpoſes in ſuch manner and ſort as ſhe the ſaid *S. H.* ſhall from time to time (as well during Coverture as *Being ſole*, by any Note or Notes in writing under her own hand atteſted by two or more credible Witneſſes from time to time direct and appoint to the intent that the ſame may remain at the free and ſeparate diſpoſe of the ſaid *S. H.* without the controll of the ſaid *J. M.* and that he may have no intermedling therewith or diſpoſal thereof, or of any part thereof, and that for the better ſecuring of the payment of the ſaid yearly ſum of 50 *l.* in manner as aforeſaid, he the ſaid *J. M.* ſhall before the Solemnization of the ſaid intended Marriage make a Leaſe of Lands or Tenements of the yearly value of 50 *l.* to ſuch perſon or perſons as the ſaid *S. H.* ſhall in that behalf nominate or appoint for the term of ninety nine years of the ſaid *J. M.* and *S. H.* ſhall jointly ſo long live, Nevertheleſs in truſt to diſpoſe the Rents and Profits thereof for the benefit of the ſaid *S.* in ſuch manner as the ſaid yearly ſum of 50 *l.* herein before agreed to be employed and diſpoſed according to the tenor and true meaning of theſe preſents. *In Witneſs*, &c.

Aſſigne

Aſſignments.

An Aſſignment or turning over of an Apprentice.

THis Indenture Witneſſeth, That whereas *W. R.* Son of *W.R.* of, &c. hath in and by his Indenture of Apprentiſhip bearing date, &c. put and bound himſelf Apprentice unto *J. C.* of, &c. for the term of ſeven years ommencing from,&c. As by the ſame Indenture may more ully appear. Now the ſaid *J. C.* for certain conſiderations him moving, by, and with the conſent and good will f the ſaid *W. R.* the Apprentice hath aſſigned and ſet ver, and by theſe preſents doth Aſſign and ſet over unto *L* of, &c. all end every the term of years, ſervice and rm of Apprenticeſhip of the ſaid *W. R.* now to come nd unexpired of the ſaid term of ſeven years for which hath bound himſelf Apprentice unto the ſaid *J. C.* as oreſaid. And alſo all and every the right title and inteſt of him, the ſaid *J. C.* and right of ſervice which he ow hath or ought to have or can or may claim or demand have by vertue of the ſaid Indenture of Apprentiſhip or y cuſtom of *London*,or otherwiſe however,of, in, or to the id *W.R.* the Apprentice or in or to his ſervice during l the time now to come of the ſaid ſeven years; and alſo l his ſuperiority power and government of and over the id *W. R.* the Apprentice. And the ſaid Apprentice doth ereby Covenant,grant and agree;and is well contented and oth give his full conſent to ſerve out all the reſt of his id term of Apprentiſhip of ſeven years with the ſaid . according to the purport of theſe preſents. And doth ereby Covenant, grant and agree, and binds himſelf to

the ſaid *J. L.* to ſerve and obey the ſaid *J. L.* as an Apprentice and to do and perform all other things whatſoever during the now reſidue of the ſaid term of ſeven years towards the ſaid *J. L.* which he by the ſame Indentures hath Covenanted to perform towards the ſaid *J. C.* And the ſaid *J. C.* doth hereby Covenant, promiſe and grant not to do, permit or ſuffer any Act, matter or thing whereby to prejudice or hinder the ſaid *W. R.* in or from the ſaid performance of his ſaid ſervice to the ſaid *J. L.* or the ſaid *J. L* in or from the enjoyment of the ſame during the ſaid remainder to come of the ſaid ſeven years or any part thereof, and the ſaid *J. L.* doth hereby Covenant, promiſe and grant to teach and inſtruct or cauſe to be taught and inſtructed the ſaid *W. R.* the Apprentice in the Art of a Carpenter which he, the ſaid *J. L.* now uſeth, after the manner that he the ſaid *J. L.* now knoweth or hereafter ſhall know during the reſidue of the ſaid term of, &c. And alſo to give, find and allow to, and for the ſaid *W. R.* the Apprentice from time to time, and at all times during the reſidue of the ſaid term of ſeven years compleat and ſufficient Meat, Drink, Linnen, Woollen, Stockings, Shooes, Lodging, Waſhing, and all other Neceſſaries whatſoever fit for ſuch an Apprentice. *In Witneſs* whereof to one part of theſe Indentures remaining with the ſaid *J. L.* the ſaid *J. C.* and *W. R.* the Apprentice have ſet their Hands and Seals, and to the other part of theſe preſents remaining with the ſaid *J. C.* the ſaid *J. L.* hath ſet his Hand and Seal the, *&c.*

An Aſſignment of a Bond by Indenture, with Covenants according to an Order in Chancery.

THis Indenture made, &c. Between *T. L* of, &c. of the one part and *J. R.* of, &c. of the other part, Whereas *J. B.* of, &c. and *J. S.* of, &c. by one Obligation bearing date, &c. which was in the year of our Lord God, &c. and in the, &c. of our Sovereign Lord, &c. became bound to the ſaid *T. L.* in the ſum of, &c. of lawful Money of *England* conditioned for payment of the ſum of, &c. of like Money on the, &c. next enſuing the date of the ſame Obligation at the then Dwelling-houſe of, &c. as by the ſaid recited Obligation and Condition may appear. Now this Indenture witneſſeth, That the ſaid *T. L.* in obedience to, and purſuance of a Decree or Order made the, &c. laſt paſt before the date hereof in his Majeſties High Court of Chancery upon a hearing in a cauſe there depending between the ſaid *J. R.* Plaintiff and the ſaid *T. L* and *S.* Defendants hath aſſigned and ſet over, and by theſe preſents doth aſſign and ſet over unto the ſaid *J. R.* his Executors and Adminiſtrators as well the ſaid Obligations and Bonds and ſum and ſums of Money therein mentioned and expreſſed as alſo all the Right, Action, Claim, Intereſt, Benefit and Demand of him, the ſaid *T. S.* of, in, and to the ſame, and doth by theſe preſents, make, ordain and in his ſtead and place put and conſtitute the ſaid *T. R.* his true and Lawful Attorney and Aſſignee in the name of the ſaid *L.* but the only proper uſe and behoof of the ſaid *J. R.* his Executors, Adminiſtrators and Aſſigns, to ask, demand, recover and receive of and from the ſaid *J. S.* his Heirs, Executors and Adminiſtrators, and of and from the Heirs, Executors and Adminiſtrators of the ſaid *J. B.* deceaſed all ſuch ſum and ſums of Money as are due or payable, or ſhall or may be had or recovered by force and vertue of the Obligation and condition aforeſaid or either of them; and the ſaid *T. L.* doth hereby grant unto the

ſaid *J. R.* full power and Lawful authority to commence and proſecute in the name of the ſaid *T. L.* any action or actions, ſuit or ſuits in Law or Equity againſt the ſaid *J. S.* his Heirs, Executors or Adminiſtrators, or the Heirs, Executors or Adminiſtrators of the ſaid *J. B.* deceaſed, for the recovering and receiving of the Premiſſes for the uſe aforeſaid; and upon recovery or receipt of the Premiſſes, Acquittances or other Diſcharges, in the name of the ſaid *T. L.* to make, give, ſeal, and as his Act and Deed deliver, and one Attorney or more under him, the ſaid *J. R.* to make, ſubſtitute and revoke. And generally to do, execute and proſecute, perform and determine all ſuch Act and Acts thing and things whatſoever which in or about the recovering, receiving, releaſing or diſcharging of the Premiſſes, ſhall be neceſſary or convenient as fully and effectually as he, the ſaid *T. L.* might or could do perſonally. And the ſaid *T. L.* for himſelf, his Executors and Adminiſtrators doth Covenant, promiſe and agree to, and with the ſaid *J. R.* his Executors and Adminiſtrators by theſe preſents in manner and form following. (That is to ſay) That he the ſaid *T. L.* ſhall and will avow and Juſtifie with effect all ſuch Actions and Suits, acts and things whatſoever which ſhall be lawfully brought, commenced, done, executed or performed in or about the premiſſes by vertue hereof and according to the true intent and meaning of theſe Preſents. And further, that he, the ſaid *T. L.* hath not heretofore releaſed or diſcharged the ſaid recited Obligation or Condition, or done any act or thing whatſoever whereby the ſaid recited Bond or Obligation is or may become void or fruſtrate. And that he, the ſaid *T. L.* his Executors or Adminiſtrators ſhall not at any time hereafter releaſe or diſcharge the ſaid Bond or Obligation, nor do or commit any other act or thing which ſhall or may be prejudicial barr or hindrance to the ſaid *J. R.* his Executors or Adminiſtrators of, or in the recovering or receiving of the ſaid ſum or ſums of Money aforeſaid, or any of them, or any part thereof to the uſe aforeſaid. And moreover, that he, the ſaid *T. R.* his Executors and Adminiſtrators ſhall

and will from time to time hereafter at the requeſt and coſts and charges in the Law, of the ſaid *J. R.* his Executors and Adminiſtrators make, do, ſeal, deliver and execute unto the ſaid *J. R.* his Executors, Adminiſtrators and Aſſigns all ſuch further and other Letters of Attorney, power and authorities, acts and things whatſoever for the better enabling of the ſaid *J. R.* his Executors, Adminiſtrators and Aſſigns to recover and receive the ſum and ſums of Money aforeſaid in the name of the ſaid *T. L.* his Executors or Adminiſtrators but to the uſe above mentioned. As by the ſaid *J. R.* his Executors, Adminiſtrators or Aſſigns, or his or their Councel Learned in the Law ſhall be reaſonably deviſed or adviſed and required. And the ſaid *J. R.* for himſelf, his Executors and Adminiſtrators doth Covenant, grant and agree to and with the ſaid *T. L.* his Executors and Adminiſtrators by theſe preſents, That he, the ſaid *J. R.* his Executors and Adminiſtrators ſhall and will at all times hereafter at his and their own proper Coſts and Charges ſave and keep harmleſs and indempnified the ſaid *T. L.* his Executors and Adminiſtrators againſt the ſaid *J. S.* his Heirs, Executors and Adminiſtrators, and the Heirs, Executors and Adminiſtrators of the ſaid *J. B.* deceaſed, of, for and from all Coſts of Suit, Damages and Expences which ſhall be awarded or adjudged againſt the ſaid *T. L.* his Executors or Adminiſtrators in or by reaſon of any Action or Suit which ſhall be brought or commenced in the name of the ſaid *T. L.* his Executors or Adminiſtrators by the direction or appointment of the ſaid *J. R.* his Executors or Adminiſtrators for or concerning the Premiſſes by means or occaſion of any Non-Suit, Judgment, Sentence, Order or Diſmiſſion to be had or made therein or thereupon through the default or negligence of the ſaid *J. R.* his Executors or Adminiſtrators, or his or their Attorneys or Aſſigns. *In Witneſs*, &c.

An Assignment of a Judgment recovered.

THis Indenture made, &c. Between *M. I.* of &c. of the one part, and *C. B.* of &c. of the other part *Witnesseth*, That whereas the said *M. I.* hath obtained a Judgment in his Majesties Court of King's Bench at *Westminster* against *U. P.* Citizen, &c. of *London* for a hundred pound debt besides Costs of Suit; As by the Records thereof in the same Court remaining, may more at large appear. Now this Indenture further witnesseth, That the said *M. I.* for divers good Causes and Considerations him thereunto moving hath granted, transferred assigned and set over. And by these Presents. &c. Doth grant, assign, transfer and set over unto the said *C. B.* his Executors, Administrators and Assigns, As well the said Judgment of &c. so obtained as aforesaid, As also all the benefit, commodity, sum and sums of Money, profit and advantage whatsoever that shall or may be obtained or gotten by rea-reason or means of the same Judgment or of any Execution or Ejectment thereof or thereupon to be sued or executed and all the Estate, right, title, interest and demand whatsoever of him the said *M. J.* in and to the said Judgment or any sum or sums of Money, Lands, Tenements, or other things which by virtue thereof or of any Execution, Process or Proceeding thereupon to be sued, shall be recovered or obtained. And the said *M. J* doth by these Presents authorise and appoint the said *C. B.* his lawful Attorney in the name of the said *M. J.* to sue and prosecute any execution or executions upon the said Judgment, and upon satisfaction had or any composition or agreement made concerning the Premisses to acknowledge satisfaction or make or give any Release or Discharge of or for the same. And the said *J. M* for himself, his Executors and Administrators doth covenant promise and agree to, and with the said *C. B.* his Executors and Administrators by these Presents to allow ratifie

ratifie and confirm all and every acts and things whatſoever which ſhall be requiſite or needful to be done in or about the Premiſſes. And further, that he, the ſaid *M. J.* hath not heretofore releaſed, diſcharged or vacated the ſaid Judgment. And that he, his Executors or Adminiſtrators ſhall not hereafter without the conſent of the ſaid *C. B.* his Executors, Adminiſtrators or Aſſigns, or any of them firſt had and obtained in writing under his and their hands, releaſe, vacate and diſcharge the ſame, nor do or commit any other act or thing whereby the ſaid *C. B.* his Executors, Adminiſtrators or Aſſigns or any of them ſhall or may be prejudiced or barred of or in the recovery obtaining or enjoying of the ſaid ſum of, &c. or any part thereof by vertue of the ſaid Judgment. And that the ſaid *C. B.* his Executors, Adminiſtrators and Aſſigns ſhall or may at all times hereafter have, hold, receive and enjoy to his own proper uſe (without Accompt to be thereof rendred to him the ſaid *M. J.* his Executors or Adminiſtrators, and without his or their let, denial or interruption all ſuch ſum and ſums of Money, Goods, Chattels, Lands, Tenements and Hereditaments, as ſhall or may be lawfully had, obtained, extended or taken, by vertue or means of the ſaid Judgment, or any Proceſs or Execution) to be ſued forth or executed thereupon. And moreover, that he, the ſaid *M. J.* his Executors and Adminiſtrators ſhall and will from time to time and at all times hereafter upon the reaſonable requeſt, and at the proper coſts and charges of the ſaid *C. B.* his Executors, Adminiſtrators or Aſſigns, make and give ſuch further Powers, Authorities, Warrants of Attorney, and do and perform ſuch lawful Acts and Things as by the ſaid *C. R.* his Executors, Adminiſtrators or Aſſigns or his or their Councel learned in the law ſhall be reaſonably deviſed or adviſed and required; either for the vacating or diſcharging of the ſaid Judgment or for the better recovering, receiving, obtaining, having, holding or enjoying unto him, the ſaid *C. B.* his Executors, Adminiſtrators or Aſſigns of ſuch ſum and ſums of Money, Goods, Chattels, Lands, Tenements or Hereditaments as he,

he, the ſaid *M. J.* his Executors, Adminiſtrators or Aſſigns ſhall hereafter be intituled unto or may have, or recover by force or vertue of the Judgment aforeſaid or any extent or execution thereupon to be had. And the ſaid *J. M.* doth Covenant and grant to, and with the ſaid *C. B.* that he, the ſaid *J. M.* his Executors and Adminiſtrators ſhall and will from time to time and at all times hereafter, ſave, defend and keep harmleſs and indempnified the ſaid *C. B.* his Executors, Adminiſtrators and Aſſigns of and from all Coſts, Charges and Damages which he or they may incur or ſuſtain by reaſon of the ſaid Judgment or otherwiſe howſoever. *In Witneſs*, &c.

An Aſſignment of a Leaſe upon Condition.

THis Indenture made, &c. Between *H. F.* of the one part, and *R. W.* of, &c. of the other part, Witneſſeth, That whereas *W. T.* of, &c. by his Indenture of Leaſe bearing date the, &c. for the conſideration of, &c. therein mentioned, did demiſe, grant, and to Farm let unto the ſaid *H. F.* all that, &c. To have and to hold the ſame unto the ſaid *H. F.* his Executors, Adminiſtrators and Aſſigns from the Feaſt of, &c. for and during the term of, &c. from thence next enſuing and fully to be compleat and ended, at the yearly Rent of, &c. of lawful Money of *England*, payable Quarterly as is therein mentioned. As in and by the ſaid recited Leaſe amongſt divers Covenants, Conditions and agreements therein contained, relation being thereunto had, more, and may fully and at large it doth appear. Now this Indenture Witneſſeth, That the ſaid *H. F.* for, and in conſideration of the ſum of, &c. of lawful Money of *England*, paid unto him, the ſaid *H. F.* by the ſaid *R. W.* at and before the ſealing of theſe preſents, the receipt whereof he, the ſaid *H. F.* doth hereby acknowledge, and himſelf to be thereof fully ſatisfied, and thereof and of every part thereof doth hereby acquit and diſcharge the ſaid *R. W.* his Executors

and

and Aſſigns and every of them by theſe preſents, Hath granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents doth grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *R. W.* his Executors, Adminiſtrators and Aſſigns. As well the recited Indenture of Leaſe and the ſaid Meſſuage or Tenement and Premiſſes with their and every of their appurtenances thereby demiſed. As all the Eſtate, Right, Title, Intereſt, term of years and time to come, benefit, claim, property, profit and demand whatſoever of him the ſaid *H. F.* of, in, and to the ſame, or of, in and to every or any part of them or any of them by force, vertue or means of the ſaid recited Indenture of Leaſe or otherwiſe howſoever. Provided always, and upon this Condition nevertheleſs that if the ſaid *H. F.* and *R. G.* of, &c. or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, or any of them ſhall well and truly pay or cauſe to be paid unto the ſaid *R. W.* his Executors, Adminiſtrators or Aſſigns the ſum of, &c. of lawful Money of *England* on the, &c. That then and from thenceforth the Grant and Aſſignment of the Premiſſes hereby made, and every thing elſe herein contained ſhall ceaſe, determine and be utterly void and of none effect (any thing herein contained to the contrary in any wiſe notwithſtanding.) And the ſaid *H. F.* for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them doth Covenant, promiſe, grant and agree to and with the ſaid *R. W.* his Executors, Adminiſtrators and Aſſigns by theſe preſents that the ſaid recited Leaſe at the enſealing hereof is a good and effectual Leaſe in Law and not void or voidable. And that he, the ſaid *H. F.* now hath in himſelf full power and lawful authority to grant, bargain, ſell, aſſign, transfer and ſet over the ſaid recited Indenture of Leaſe and the ſaid Meſſuage or Tenement and Premiſſes thereby demiſed and every part thereof unto the ſaid *R. W.* his Executors, Adminiſtrators and Aſſigns in manner and form as aforeſaid. And further, that the ſaid *H. F.* hath not at any time heretofore, made

made or granted any former or other grant, bargain, ſale or aſſignment of the premiſſes, or any part thereof, or any ways impeached or incumbred the ſame in Title, Charge, Eſtate or otherwiſe howſoever. **And moreover,** the ſaid *H.F.* for himſelf, his Executors, Adminiſtrators or Aſſigns, doth Covenant, promiſe, grant and agree to and with the ſaid *R. W.* his Executors, Adminiſtrators or Aſſigns by theſe preſents that he the ſaid *H. F.* his Executors and Adminiſtrators and all others claiming or to claim any Eſtate, Right, Title, Intereſt, property or demand, of or into the Premiſſes hereby Aſſigned or any part thereof ſhall and will at all times after breach of the proviſo or condition aforeſaid at the requeſt of the ſaid *R. W.* his Executors or Aſſigns, make and grant ſuch further Grants, Aſſignments and Aſſurances by releaſe, aſſignment or otherwiſe of the Premiſſes hereby aſſigned and every of them, and of every part of them and every of them unto the ſaid *R. W.* his Executors, Adminiſtrators and Aſſigns to his and their own uſe and uſes. As by his or their Counſel Learned in the Law ſhall be reaſonably deviſed or adviſed and required. And laſtly, it is agreed that until default of payment ſhall be made of the ſaid ſum of, &c. and breach of the Proviſo aforeſaid, he, the ſaid *H. F.* his Executors, Adminiſtrators or Aſſigns ſhall or may without the let or interruption of the ſaid *R. W.* his Executors or Aſſigns have, hold and enjoy the ſaid aſſigned Premiſſes and receive and take the Rents, Iſſues and Profits of the ſame and of every part thereof to his and their own uſe and uſes: Any thing aforeſaid to the contrary notwithſtanding. *In Witneſs*, &c.

An Aſſignment of Debts.

THis Indenture made the, &c. Between *T. W.* of &c. and *M.* his Wife of the one part, and *H. G.* of, &c. of the other part. Whereas *W. S.* of, &c. in his life, and at the time of his death was indebted unto the ſaid *M.* the ſum of, &c. of Lawful Money of *England*, Principal Money beſides Intereſt for the ſame, the ſame remains ſtill owing and unpaid, and doth belong unto and are veſted in the ſaid *M. A.* as aforeſaid. And Whereas by one Indenture of bargain and ſale bearing date on or about the, &c. made and mentioned to be made between the ſaid *W. S.* of the one part and *A. B.* of, &c. *T. C.* and *T. P.* of, &c. and inrolled in his Majeſties High Court of *Chancery* the ſaid *W. S.* for the conſiderations therein mentioned, did grant, bargain, ſell and confirm unto the ſaid *A. B. T. C.* and *T. P.* and their Heirs all that the, &c. As by the ſaid Indentures, relation being thereunto had may more at large appear. Now this Indenture Witneſſeth, That the ſaid *T. W.* and *M.* his Wife for divers good and valuable conſiderations, them and either of them thereunto moving; have Aſſigned transferred and ſet over and do by theſe Preſents Aſſign, transfer and ſet over unto him, the ſaid *H. G.* his Executors or Aſſigns the aforeſaid debt of, &c. and all Intereſt due or to grow due for or in reſpect of the ſame, and all the right, title, property, claim and demand whatſoever, either in Law or Equity of them, the ſaid *T. W.* and *M.* his Wife, or either of them, of, in, and to the ſame, or any part or parcel of the ſame, or of, in, or to the ſaid Mannor, Lands, Tenements and Hereditaments above mentioned to be conveyed for the raiſing of Money for payment of the ſame. And for the better recovery thereof the ſaid *T. W.* and *M.* have made, ordained, conſtituted and appointed, and by theſe Preſents do make, ordain, conſtitute and appoint the ſaid *H G.* his Executors, Adminiſtrators and Aſſigns their true and Lawful Attorney

ney and Aſſignee, Attorneys and Aſſigns for, and in their Names but to the only uſe and behoof of the ſaid *H. G.* his Executors, Adminiſtrators and Aſſigns, and without any accompt to be given of or concerning the ſame, To ask, demand, levy, recover and receive of any perſon or perſons whom it doth or may concern the aforeſaid debt of, &c. and all Intereſt due or to be due for the ſame. And upon the receipt to give any acquittance or acquittances, Diſcharge or diſcharges for, or concerning the ſame or any part thereof with power to make any compoſition or Agreement for, touching or concerning the Premiſſes. And generally to do, act, perform and Execute in any Court of Law or Equity or otherwiſe, All and every act, matter and thing whatſoever for touching or concerning the ſaid Premiſſes or the recovery of the ſame or any part thereof in as full, large and ample manner as the ſaid *T. W.* and *M.* his Wife, or either of them may, might, or could do. And the ſaid *T. W.* doth for himſelf, his Executors, Adminiſtrators and Aſſigns Covenant, promiſe and grant to, and with the ſaid *H. G.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents in manner and form following, (that is to ſay) That he, the ſaid *T. W.* and *M.* his Wife, nor either of them, nor any other perſon or perſons, claiming or to claim from, by or under the ſaid *M.* have or hath at any time heretofore, nor ſhall or will at any time hereafter receive the ſaid debt of, &c. or any part thereof, or any Intereſt due or to be due for the ſame, nor ſhall or will acquit, releaſe or diſcharge the ſame or any part thereof, nor have nor hath at any time heretofore, nor ſhall nor will at any time hereafter do or commit, or ſuffer or cauſe to be done or committed by ſuffering any Outlawry or otherwiſe, any act, matter or thing whatſoever which ſhall or may be prejudicial or bar or hinder the ſaid *A. B.* his Heirs, Executors or Aſſigns in the recovering or receiving of the ſaid ſum of, &c. or the Intereſt thereof, or any part of the ſame ſum of, &c. or Intereſt or any benefit, advantage or profit that ſhall or may accrue, or ariſe for or in reſpect of the ſame. And further, the ſaid *T. W.* and the ſaid

ſaid *M.* his Wife, and either of them and his and their Exe-
cutors and Adminiſtrators and all others who are or ſhall
be Executors and Adminiſtrators of the ſaid *M.* ſhall and
will at any time hereafter upon the reaſonable requeſt and
at the Coſts and Charges in the Law of the ſaid *H. G.* his
Executors, Adminiſtrators or Aſſigns make and grant or
cauſe and procure to be made and granted unto him or
them, or ſuch other perſon or perſons as he or they ſhall
appoint, ſuch further power and authority for the reco-
vering and receiving of the ſaid debt and all Intereſt there-
upon, and benefit, advantage or profit that ſhall or may
accrue or ariſe for or in reſpect of the ſame to the uſe and
behoof of him the ſaid *H. G.* his Executors, Adminiſtra-
tors or Aſſigns as by him, the ſaid *R. G.* his Executors, Ad-
miniſtrators or Aſſigns, or his or their Counſel learned
in the Law ſhall be reaſonably deviſed or adviſed and re-
quired. And the ſaid *H. G.* for him, his Executors or Ad-
miniſtrators doth Covenant, grant and agree to, and with
the ſaid *T. W.* and *M.* his ſaid Wife, and their and either of
their Executors and Aſſigns by theſe Preſents that he, the
ſaid *H. G.* his Executors, Adminiſtrators or Aſſigns, ſhall
and will at all times hereafter at his or their own proper
coſts and charges clearly acquit and diſcharge, or well and
ſufficiently ſave and keep harmleſs and indempnified the
ſaid *T. W.* and the ſaid *M.* his Wife, and either of them
and their and either of their Executors, Adminiſtrators,
Lands, Tenements, Goods and Chattels, from all Coſts of
Suit, Demands and Expences that ſhall be expended or
ſaid out or recovered or aſſeſſed for, or by reaſon or means
of the aſſigning or ſetting over the ſaid Debt as aforeſaid,
and of and from all Actions and Demands of and concern-
ing the ſame. *In Witneſs*, &c.

An Aſſignment, or Surrender of a Leaſe.

This Writing of Agreement Indented, made, the, &c. Between *T. J.* of, &c. the Lawful Aſſignee of *B. W.* of, &c. who was Executor of the laſt Will and Teſtament of *J. L.* of, &c. deceaſed, of the one part, and *F. F.* the younger of, &c. Son and Heir apparent of *F. F.* the Elder Son of, &c. and of *M.* his Wife, late Daughter and Heir to *W. B.* late of, &c. of the other part. **Witneſſeth,** That the ſaid *T. J.* for, and in conſideration of the ſum of, &c. of Lawful Money of *England* to him in hand paid at, and before the enſealing hereof by the ſaid *F.* the younger and alſo of, &c. being Rent incurred from *Midſummer* 1666. until the late Dreadful Fire which happened in *London* in *September* then next after. Doth grant, aſſign, ſurrender and yield up unto the ſaid *F. F.* the younger, the Aſſignee of *J. L.* of, &c. who was the Aſſignee of the ſaid *F. F.* the Elder, one Leaſe and Indenture of Leaſe bearing date the, &c. made by, and from the ſaid *F. F.* the Elder, and *M.* his Wife to the ſaid *J. L.* deceaſed. And the Toft Ground and Soil whereupon the Meſſuage and Tenement and Premiſſes then called by the name or ſign of, &c. thereby demiſed, ſtood before the ſaid late Dreadful Fire; ſituate and being in, &c. *London.* And alſo all his Eſtate, right, title, intereſt and demand whatſoever, of, in and to the ſame by force, vertue or means of the ſaid recited Indenture of Leaſe as Aſſignee to the ſaid *B. W.* Executor to the ſaid *J. L.* deceaſed, or otherwiſe howſoever. And the ſaid *F. F.* the younger did and hereby doth accept the ſame Surrender accordingly. **In Witneſs** whereof the parties aforeſaid to this Writing of Agreement indented, have put their Hands and Seals the day and year above written.

A ſhort Aſſignment of a Leaſe by way of Indorſement.

MEmorandum, That I the within named *H. H.* for, and in conſideration of a competent ſum of Lawful Money of *England* by *R. N.* of, &c. to me in hand paid before the enſealing and delivery of theſe Preſents, the receipt whereof I do hereby acknowledge, and thereof and of every part thereof do hereby acquit, exonerate and diſcharge the ſaid *R. N* his Executors and Aſſigns, by theſe Preſents, Do grant, bargain, ſell, aſſign and ſet over unto the ſaid *R. N.* as well the ſaid Leaſe and Indenture of Leaſe and the three Meſſuages of Tenements, Rooms and Premiſſes with the appurtenances and all other things within demiſed or mentioned to be demiſed, and the Tofts Ground and Soil whereupon the ſame or any of them ſtood before the late Dreadful Fire which happened in *London* in *September* 1666, and all Meſſuages, Tenements, Erections and Buildings ſince the ſaid Fire thereupon erected, built, or in Building, and all my Eſtate, right, title, intereſt, property, poſſeſſion, term of years and time to come, benefit, claim and demand whatſoever of, in, and to the ſame, and all right receiving and obtaining of any further time or term of years in the Premiſſes by force, vertue or means of the ſaid within written Indenture of Leaſe, and this preſent Aſſignment thereof, or otherwiſe howſoever. And the ſaid *H. H.* for himſelf, his Executors and Adminiſtrators doth Covenant, promiſe, grant and agree to, and with the ſaid *R. N.* his Executors and Adminiſtrators by theſe Preſents, That he the ſaid *H. H.* hath not made or granted any former or other grant, bargain, Sale or Aſſignment of the Premiſſes aforeſaid or any part thereof, or otherwiſe incumbred the ſame in title, charge, Eſtate or otherwiſe howſoever. *In Witneſs*, &c.

An Aſſignment of a Bond.

KNow all men by theſe Preſents, That I *M. A.* of, &c. for divers good cauſes and conſiderations me thereunto moving Have aſſigned, ſet over and by theſe Preſents do as much as in me lieth aſſign and ſet over unto *E. R.* of, &c. his Executors, Adminiſtrators and Aſſigns one Obligation bearing date the, &c. *Anno Dom.* &c. whereby *G H.* of, &c. and *J. S.* of, &c. became bound unto me, the ſaid *M. A.* in the ſum or penalty of, &c. of Lawful Money of *England*, and conditioned for payment of the ſum of, &c. of like Money on the, &c. next enſuing the date of the ſaid Obligation at the then Dwelling-houſe of *J. R.* of, &c. ſituate and being in, &c. And alſo all ſums of Money in the ſaid Obligation, or in the condition of the ſame ſeverally mentioned, and all my right, action, claim and intereſt of, in, and to the ſame. And I the ſaid *M. A.* do hereby make, ordain, and in my place and ſtead put and conſtitute the ſaid *E. R.* to be my true and lawful and irrevocable Attorney and Aſſignee but to the only proper uſe and behoof of the ſaid *E. R.* without any Accompt thereof to be made or rendred, to ask, demand, recover and receive by all lawful ways and means whatſoever of, and from the ſaid *G. H.* and *J. S.* their Executors and Adminiſtrators all ſuch ſum and ſums of Money as are or ſhall grow due or payable by force or vertue of the ſaid Bond or Obligation or condition aforeſaid, or either of them. And I do further give and by theſe preſents grant unto my ſaid Attorney (if need ſhall be) to commence and proſecute in my name, Action or Actions, Suit or Suits in Law for the recovering or receiving of the Premiſſes to the uſe aforeſaid. And upon recovery or receipt of the ſame Acquittances or other diſcharges in my name to make and give, and generally to do, execute and proſecute and perform all ſuch further and other Acts and things as ſhall be needful or convenient to be done as fully and effectually as

I my

I my ſelf might or could do perſonally. Holding and allowing for firm and effectual all and whatſoever my ſaid Attorney ſhall lawfully do or cauſe to be done in or about the Premiſſes by vertue of theſe Preſents. *In Witneſs*, &c.

An Aſſignment and Releaſe of an Adventure in the Joynt-ſtock of the East-India *Company.*

KNow all men by theſe Preſents, That I *M. O.* of, &c. for divers good cauſes and conſiderations me thereunto moving, Have aſſigned transferred Releaſed and ſet over and confirmed, and by theſe preſents do aſſign, transfer, releaſe and ſet over and confirm unto the ſaid *C. B.* of, &c. his Executors and Aſſigns all that my Adventure, part, purpart or ſhare in the new Joynt Stock of the Governour and Company of Merchants of *London*, Trading into the *East-Indies*, being the ſum of, &c. and of every part and parcel thereof; and all benefits proceed and profit thereof which now are, or at any time hereafter ſhall become due or payable for the ſame. And all my Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of in or to the ſame, or any part thereof. To have and to hold the ſaid Adventure or ſum of, &c. and every part and parcel thereof unto the ſaid *C. B.* his Executors, Adminiſtrators and Aſſigns to his and their own proper uſe and behoof for ever. And I, the ſaid *M. O.* for my ſelf, my Executors, Adminiſtrators and Aſſigns do Covenant, promiſe and grant to, and with the ſaid *C. B.* his Executors, Adminiſtrators and Aſſigns by theſe preſents, That he, the ſaid *C. B.* his Executors, Adminiſtrators and Aſſigns ſhall or may from time to time and at all times hereafter Lawfully, Peaceably and quietly have, hold, uſe, receive, perceive, take and enjoy to his and their own proper uſe and behoof the ſaid Adventure or ſum of, &c. and all and every the proceedings and profits thereof and of every part and parcel thereof without any let, ſuit,

trouble, moleſtation or interruption of or by me the ſaid *M. O.* my Executors, Adminiſtrators or Aſſigns, or any of us, or of any other perſon or perſons whatſoever lawfully claiming or to claim from by or under us or any of us or by one or any of our Act, means, conſent, or procurement. *In Witneſs*, &c.

An Aſſignment of a Stock in the East-India *Companies hands for better Security of a Debt due by Bond.*

TO all People to whom this preſent Writing ſhall come, *T. B.* of, &c. ſendeth greeting: Whereas the ſaid *T. B.* in and by one Obligation bearing date the day of the date hereof ſtands bound unto *M. L.* of, &c. in the ſum or penalty of, &c. of lawful Money of *England*, with Condition there underwritten for payment of the ſum of, &c. of the like Money on the, &c. as in and by the ſaid recited Obligation and Condition more plainly and at large it doth and may appear. And Whereas the ſaid *T. P.* hath a certain Stock, Adventure or Sum of, &c. of lawful Money of *England* in the laſt general Joynt Stock of the Worſhipful the *Eaſt-India* Company, as by the Books of the ſaid Company may appear. Now know ye, That I, the ſaid *T. P.* for the better ſecurity and more ſure payment of the ſaid ſum of, &c. according to the ſaid condition of the ſaid recited Obligation, and for divers other cauſes and conſiderations me thereunto moving, Have granted, aſſigned, transferred and ſet over, and by theſe Preſents do, &c. unto the ſaid *M. S.* my ſaid Adventure or Stock of, &c. And all my right, accompt, intereſt, claim, property, propriety and intereſt whatſoever, of, in and to the ſame. And for the better recovery and receipt of my ſaid Adventure. I do by theſe preſents authorize and appoint the ſaid *M S.* to recover and receive the ſame of and from the Governours and Company. Provided always, and upon the

the Condition that if I the ſaid *J. P.* my Executors, Adminiſtrators or Aſſigns, or any of us, ſhall well and truly pay or cauſe to be paid unto the ſaid *M. S.* his Executors, Adminiſtrators or Aſſigns the ſaid ſum of, &c. on the, &c. next coming, Then as well the ſaid recited Obligation as theſe Preſents ſhall ceaſe, determine, and be utterly void of none effect to all intents and purpoſes, any thing aforeſaid to the contrary notwithſtanding. *In Witneſs*, &c.

An Aſſignment of a Leaſe abſolute.

THis Indenture made, &c. Between *J. P.* of, &c. *R. R.* of, &c. and *T. C.* of, &c. of the one part, and *W. B.* of, &c. of the other part, Whereas *J. L.* of, &c. in and by his Indenture of Leaſe under his Hand and Seal bearing date the, &c. in the, &c. for the conſideration therein expreſſed did demiſe, grant and to Farm let unto *G. F.* of, &c. his Executors and Adminiſtrators all that Meſſuage or Tenement in, &c. which was ſet out, ſevered and divided from the entry and reſt of the houſing belonging to the Victualling-houſe wherein *T. F.* then dwelt, known by the Sign of the, &c. ſituate in, &c. of which the ſaid Meſſuage or Tenement thereby intended to be demiſed was parcel, and did then, and doth ſtill contain the ſaid ſeveral Rooms and Commodities herein after expreſſed, That is to ſay, One Cellar divided, one Shop over the ſaid Cellar, one Kitchen behind the ſaid Shop, a little Yard Paved behind the ſaid Kitchen, and a Vault or Houſe of Office therein; as they were then Encloſed, one Great Hall or Chamber over the ſaid Shop, one Wainſcoted Chamber over the ſaid Kitchen, with another little Room within it, and a little Cloſet over the ſaid Vault, one fair Chamber over the ſaid Hall, one large Chamber over the ſaid Wainſcoted Chamber, and a dark Room and two Garrets over the ſaid two Chambers laſt mentioned; together with all Ways, Eaſments, Water-courſes, Profits, Commodities and Appurtenances whatſoever to the ſaid demiſed Pre-

miſſes belonging or appertaining, To have and to hold the ſaid demiſed Premiſſes, and every part and parcel thereof, with the Appurtenances unto the ſaid *G. F.* his Executors, Adminiſtrators and Aſſigns from the Feaſt of, &c. for, and during, and unto the full end and term of, &c. from thence next enſuing and fully to be compleat and ended at and under the yearly Rent of, &c. payable Quarterly by equal Portions as in and by the ſaid recited Indenture of Leaſe amongſt divers other agreements therein contained, relation being thereunto had more fully and at large, it doth and may appear. And **Whereas** the ſaid *G. F.* in and by his Indenture of Aſſignment or Deed indented of Mortgage under his Hand and Seal bearing date, &c. In conſideration of the ſum of, &c. of Lawful Money of *England* therein mentioned to be paid to him by the above named *J. P. R. R.* and *T. C.* did grant, bargain, ſell, aſſign and ſet over unto the ſaid *J. P. R R.* and *T. C.* their Executors, Adminiſtrators and Aſſigns as well the ſaid recited Indenture of Leaſe, and the Meſſuage or Tenement and Premiſſes, with the Appurtenances therein demiſed and granted, and all yearly Rents and Profits reſerved, due and payable by, or upon any Leaſe, demiſe or grant made of the ſame Premiſſes, or any part thereof. As alſo all the Eſtate, Right, Title, Intereſt, Claim, Demand or term of years then to come and unexpired in and by the ſaid Leaſe and Premiſſes thereby demiſed, and every part and parcel thereof, To have and to hold the ſaid recited Indenture of Leaſe, and the ſaid Meſſuage or Tenement and Premiſſes in the ſaid Leaſe granted, and the ſaid recited Indenture of Aſſignment or Mortgage before mentioned to be bargained, ſold and aſſigned, and every part and parcel thereof with the Appurtenances unto the ſaid *J. P. R. R.* and *T. C.* their Executors, Adminiſtrators and Aſſigns from thenceforth forwards for, and during all the reſt and reſidue then to come and unexpired of the ſaid term of twenty years in and by the ſaid recited Indenture of Leaſe granted as fully and effectually, and in as large and ample manner and form to all intents and purpoſes as

he

he the ſaid *G. F.* his Executors or Adminiſtrators might or ought to have held and enjoyed the ſame if the ſaid recited Indenture of Aſſignment or Mortgage had never been had or made under a certain Proviſo or condition of redemption therein contained for payment of the ſum of, &c. of lawful Money of *England*, at or upon the, &c. next enſuing the date of the ſaid Indenture as in and by the ſaid recited Indenture of Aſſignment or Mortgage (amongſt divers other Covenants, conditions and agreements therein contained) relation being thereunto had more at large it doth and may appear. Which ſaid ſum of, &c. Principal was not accordingly nor yet is paid whereby the ſaid Meſſuage and Premiſſes with the Appurtenances are become forfeited and abſolute in the Law in the ſaid *J. P. R. R. T. C.* their Executors, Adminiſtrators and Aſſigns for the whole reſidue of the ſaid term of, &c. in and by the ſaid recited Indenture of Leaſe granted. **Now this Indenture Witneſſeth**, That the ſaid *J. P. R. R.* and *T. C.* for, and in conſideration of the ſum of, &c. of Lawful Money of *England* to them, ſome, or one of them in hand, at or before the Enſealing and delivery of theſe Preſents by the above named *W. B.* well and truly paid, the receipt whereof they the ſaid *J. P. R. R.* and *T. C.* do hereby acknowledge, and thereof and of every part and parcel thereof do clearly acquit, exonerate and diſcharge the ſaid *W. B.* his Executors and Adminiſtrators, and every of them by theſe Preſents, Have bargained, ſold, aſſigned and ſet over, and by theſe Preſents they do and every of them doth bargain, ſell, aſſign and ſet over unto the ſaid *W. R.* his Executors, Adminiſtrators and Aſſigns as well the ſaid recited Indenture of Leaſe and the ſaid Meſſuage or Tenement, Rooms and all and ſingular other the Premiſſes thereby demiſed with the Appurtenances, in and by the ſaid recited Indenture of Aſſignment or Mortgage granted, as alſo all the right, title, intereſt, uſe, poſſeſſion, rent, Reverſion, term of years to come, profit, property, claim and demand whatſoever of them, the ſaid *J. P. R. R.* and *T. C.* and every or any of them, or of any other perſon or perſons for them or any

of them, or to their, every, or any of their uſe or uſes of, in, or to the Premiſſes thereby demiſed with the Appurtenances. And all the Eſtate, Right, Title, Intereſt, Uſe, Poſſeſſion, Rent, Reverſion, term of years to come and demand whatſoever of them, the ſaid *J. P. R. R.* and *T. C.* and every or any of them by vertue of the ſaid recited Indenture of Leaſe and Indenture of Aſſignment or Mortgage, except as in the ſaid recited Indenture of Leaſe is mentioned to be excepted, To have and to hold the ſaid recited Indenture of Leaſe, and the ſaid Meſſuage or Tenement, Rooms, and all and ſingular other the Premiſſes hereby bargained, ſold, aſſigned and ſet over or mentioned or intended to be hereby bargained, ſold, aſſigned, and ſet over, and every part and parcel thereof, except as is before mentioned to be excepted unto the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns from henceforth for, and during all the reſt and reſidue of the ſaid term of twenty years in and by the ſaid recited Indenture of Leaſe granted and demiſed as fully and effectually, and in as large and ample manner and form to all intents and purpoſes as the ſaid *J. P. R. R.* and *T. C.* or any of them, their or any of their Executors, Adminiſtrators or Aſſigns might, could or ought to have held and enjoyed the ſame with their Appurtenances, and every part thereof, ſubject and lyable nevertheleſs to the Proviſo or condition of Redemption in the ſaid recited Indenture of Aſſignment or Mortgage mentioned and contained. And the ſaid *J. P. R. R.* and *T. C.* for themſelves and every of them joyntly and ſeverally, and every of their Executors and Aſſigns do Covenant and promiſe and agree to and with the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents in manner and form following, (That is to ſay) That the ſaid recited Indenture of Leaſe on the day of the date hereof, and at the time of the Enſealing and delivery hereof (for and notwithſtanding any act or thing committed or done by them, the ſaid *J. P. R. R.* and *T. C.* or any of them to the contrary) is a good and effectual Leaſe in the Law of the Premiſſes thereby demiſed for the term thereby

by granted and (notwithſtanding any ſuch act or thing) now is and ſtandeth in full force and effect unforfeited, unſurrendred and undetermined And that they, the ſaid *P. R. R.* and *T. C.* or ſome of them, (notwithſtanding any ſuch act or thing committed or done by them or any of them to the contrary as aforeſaid) now are or one of them is the true, right and lawful owners or owner of the ſaid recited Indenture of Leaſe and Premiſſes aforebargained and ſold with the Appurtenances for the now reſidue of the ſaid term of twenty years thereby demiſed, ſubject only to the Proviſo or condition of Redemption in the ſaid Indenture of Mortgage contained. And notwithſtanding any ſuch act or thing as aforeſaid now have in themſelves, or ſome or one of them full power, good right, true title and lawful authority to bargain, ſell, aſſign and ſet over the ſaid Indenture of Leaſe and Meſſuage and Premiſſes afore-bargained and ſold with the Appurtenances unto the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns for the now reſidue of the ſaid term of, &c. and in ſuch manner as aforeſaid. And alſo that he, the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns under and according to the payment and performance of the Rent, Covenants, Clauſes, Conditions and Agreements in and by the ſaid recited Indenture of Leaſe reſerved and contained which from henceforth on the Tenants or Leſſees part and behalf ſhall grow due and ought to be paid and performed, and alſo ſubject and lyable to the Proviſo or condition of Redemption in and by the ſaid recited Indenture of Aſſignment or Mortgage contained, ſhall or may lawfully, peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid recited Indenture of Leaſe, and the ſaid Meſſuage or Tenement, Rooms and all and ſingular other the Premiſſes afore hereby bargained and ſold with the Appurtenances (except as in the ſaid Indenture of Leaſe is excepted) from henceforth, for, and during the reſt and reſidue yet to come and unexpired of the ſaid term of, &c. in and by the ſaid recited Indenture of Leaſe granted without the let, ſuit, denial, eviction, claim, demand,

mand, recovery or Interruption of the ſaid *J. P. R. R.* and *T. C.* or any of them, their or any of their Executors, Adminiſtrators or Aſſigns, or any other perſon or perſons lawfully claiming or to claim from, by or under them or any of them, or by or through their or any of their act or acts, means, conſent, neglect or procurement. And that free and clear and freely and clearly acquitted, exonerated and diſcharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leaſes, Aſſignments, Mortgages, Settlements, Rents and Arrearages of Rent, and of and from all other Titles, Troubles, Charges and Incumbrances whatſoever had, made, committed done or ſuffered by the ſaid *J. P. R. R.* and *T. C.* or any of them at any time or times before the day of the date hereof in any wiſe. The Rents and Covenants, Clauſes Conditions and Agreements in and by the ſaid recited Indenture of Leaſe reſerved and contained, which from henceforth on the Tenants or Leſſees part ſhall grow due and ought to be paid and performed in ſuch manner as in the ſaid Indenture of Leaſe is mentioned, only and always excepted and foreprized. And the ſaid *W. B.* for himſelf his Executors, Adminiſtrators and Aſſigns doth Covenant promiſe and agree to, and with the ſaid *J. P. R. R.* and *T. C.* their Executors, Adminiſtrators and Aſſigns by theſe Preſents. That he, the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns ſhall and will from time to time and at all times hereafter during the now reſidue of the ſaid term of, &c. by the ſaid recited Indenture of Leaſe demiſed, well and truly pay and perform the Rents and Covenants, Clauſes, Conditions and Agreements therein and thereby reſerved and contained, which on the Leſſee and Tenants part and behalf ſhall from henceforth grow due to be paid and performed in ſuch manner as is therein mentioned, or thereof and therefrom ſhall and will from time to time, and at all times hereafter well and ſufficiently ſave, defend and keep harmleſs and indempnified the ſaid *J. P. R. R.* and *T. C.* their Executors, Adminiſtrators and Aſſigns, and every of them. *In Witneſs*, &c.

An Aſſignment of a Judgment by an Executor with very proper Covenants.

TO all Chriſtian People to whom theſe Preſents ſhall come, *F. L.* of, &c. Son and Executor of the laſt Will and Teſtament of *H. L.* late of, &c. his late Father deceas'd, ſendeth Greeting: Whereas in *Eaſter* Term the year, &c. he the ſaid *H. L.* obtained a Judgment of 400 *l.* beſides Coſts of Suit in the Court of Common-Bench at *Weſtminſter*, againſt Sir *P. F.* late of, &c. now deceas'd as by the Record thereof now remaining in the ſaid Court of Common-Bench relation being thereunto had it doth and may more at large appear, and whereas ſince the obtaining the ſaid Judgment he the ſaid *H L* is ſince dead, having made his Laſt Will and Teſtament in writing, and thereof conſtituted and appointed the ſaid *F. L.* his ſole Executor, who hath made Probate of the ſaid Will before competent Ordinary and taken upon him the Execution thereof, by force and vertue whereof the ſaid *F. L* is become rightfully and lawfully intereſted in and intitled to the ſaid Judgment of 400 *l.* and the whole Profit and benefit thereof as Executor to his ſaid Father: Now know ye that the ſaid *F. L.* for and in conſideration of 200 *l.* &c. to him ſatisfied and paid or ſecured to be ſatisfied and paid, and for divers other good cauſes and conſiderations him thereunto moving hath granted, aſſigned and ſet over, and by theſe Preſents doth grant, aſſign and ſet over unto *T. K.* of, &c. his Executors, Adminiſtrators and Aſſigns, as well the ſaid Judgment of 400 *l.* as alſo the profit, benefit and advantage, Sum and Sums of Money whatſoever that the ſaid *F. L.* may any ways have or claim, challenge or demand, or which ſhall hereafter be gotten or obtained upon or by reaſon of the ſaid Judgment, or of any Execution, Extent, Re-extent thereupon to be had or ſued, executed or obtained, and all the Eſtate, Right, Title,

Intereſt

Intereſt and demand whatſoever which he the ſaid *F. L.* hath or ought to have or claim of, in, or to the ſaid Judgment or any Money, Lands, Tenements, or other things, which by vertue thereof, or of any Proceſs or Proceedings thereupon, are or ſhall be recovered, gotten, extended or obtained. And the ſaid *F. L.* doth by theſe Preſents make, ordain, conſtitute and appoint the ſaid *N. K.* his true and lawful Attorney and Aſſignee for him and in his Name to take out Execution upon the ſaid Judgment, or to proſecute any Execution, Proceſs or Extent already ſued forth, or otherwiſe to compound or agree with the Heirs, Executors or Aſſigns of the ſaid Sir *P. F.* or any other perſon or perſons for the ſame as to his ſaid Attorneys, his Executors and Aſſigns ſhall be th ght fit and convenient, and upon ſatisfaction given, or any other end, compoſition or agreement made concerning the Premiſſes to acknowledge ſatisfaction, or to make and give any other releaſe or diſcharge for the ſame. And further to do all and every other act and acts, thing and things whatſoever which ſhall be requiſite and needful to be done in or about the Premiſſes ſo fully as the ſaid *F. L.* might or could do the ſame, being Perſonally preſent at the doing thereof, and the ſaid *F. L.* for himſelf, his Executors and Adminiſtrators, and every of them doth Covenant, promiſe and grant to and with the ſaid *N. K.* his Executors and Adminiſtrators, and every of them by theſe Preſents that he the ſaid *F. L.* his Executors and Adminiſtrators, and every of them ſhall and will juſtifie, allow, ratifie and perform all and whatſoever the ſaid *N. K* his Executors and Adminiſtrators ſhall lawfully do or cauſe to be done in or about the Premiſſes, and that neither he the ſaid *F. L* his Executors nor Adminiſtrators, nor any of them will revoke or make void this Letter of Attorney, nor any Authority hereby given to the ſaid *N. K.* his Executors or Adminiſtrators, nor hereafter meddle or ſue for the ſaid Debt or Judgment farther or otherwiſe than as the ſaid *N. K.* his Executors or Adminiſtrators ſhall direct or adviſe. And farther that at the Sealing and delivery of theſe Preſents the ſaid Judg-

ment

ent is and remains unpaid and unſatisfied, and that he e ſaid *F. L.* or the ſaid *H. L.* his late Father have not nor th at any time heretofore releaſed, diſcharged or made id the ſaid Judgment, nor that the ſaid *F. L.* his Execu- rs or Adminiſtrators ſhall or will at any time hereafter leaſe, diſcharge or make void the ſaid Judgment or Sums Money thereby recovered, or any part thereof, or any ecution or Extent thereupon had or to be had, nor other- iſe do or ſuffer to be done any act or thing whatſoever at ſhall or may be any ways prejudicial to the ſaid Judg- ent, or impeach the validity thereof, or any other law- l courſe that ſhall be had or proſecuted upon or by reaſon the ſame Judgment by the ſaid *M. K.* his Executors or ſſigns, unleſs it be by the requeſt, and by and with the nſent of the ſaid *N. K.* his Executors or Aſſigns firſt had writing under his and their Hands and Seals. And oreover that it ſhall and may be lawful to and for the id *N. K.* his Executors, Adminiſtrators and Aſſigns, to ve and take, receive, detain and keep to his and to their wn uſe and uſes all ſuch benefit, Sum and Sums of Mo- ey as ſhall be had, taken or received upon or by reaſon of e ſaid Judgment, or any Execution or Extent thereupon, ithout any account or other recompence thereof or there- re to be had or made in any wiſe. And alſo that he the id *F. L.* upon requeſt and Coſts of the ſaid *N. K.* his Exe- tors and Adminiſtrators ſhall and will acknowledge ſa- ſfaction upon the ſaid Judgment. And the ſaid *N. K.* for mſelf, his Heirs, Executors and Adminiſtrators doth by eſe Preſents Covenant, grant and agree to and with the id *F. L.* his Executors and Adminiſtrators that he the id *N. K.* his Heirs, Executors or Adminiſtrators, ſome r one of them ſhall and will at all times hereafter ſave, efend, keep harmleſs and indempnified him the ſaid *F. L.* is Executors and Adminiſtrators, and his and their Lands nd Tenements, Goods and Chattels, and Hereditaments whatſoever of and from all and all manner of Coſts and Charges, Suit, trouble and loſſes whatſoever that ſhall or may happen to or againſt him the ſaid *F. L.* his Executors

and

and Adminiſtrators, or any of them for or by reaſon of, concerning or relating to the ſaid Debt, Judgment, or any Execution, Proſecution, matter or thing to be had or taken forth by the ſaid *N. K.* his Executors, Adminiſtrators or Aſſigns, or any of them, or by his, their, or any of their procurement by colour or reaſon of the ſaid Premiſſes. (You may add a Covenant for farther aſſurance to corroborate the Title of the ſaid *N. K.* to the ſaid Judgment. *In Witneſs*, &c.

An Aſſignment of a Policy of Inſurance Redeemable as the Houſe Mortgaged was.

TO all to whom theſe Preſents ſhall come, I *F. B.* of, &c. ſend Greeting: Whereas by a certain Inſtrument or Policy of Inſurance marked Number (6304) bearing date the fourth day of *May* Inſtant, it is Witneſſed that I the ſaid *F. B.* am become party to the Agreement for ſecuring Houſes from Loſs by Fire, by mutual contribution and conſideration of 18 *s.* 8 *d* by me in Hand paid to *J. H.* of, &c. Eſq; and *H. S.* of, &c. being the whole Annual Payments for ſecuring the Sum of 200 *l.* to me the ſaid *F. B.* my Executors, Adminiſtrators and Aſſigns, on a Brick-houſe ſituate on the Eaſt-ſide of, &c. known by the Sign of the, &c. now in my Poſſeſſion for the term of ſeven years according to the true intent and meaning of one Indenture or Deed purporting a Method and Rules for ſecuring Houſes from Loſs by Fire, bearing date the 28th of *Auguſt*, *Anno Dom.* 1684, made between *W. H.* and *H. S.* of the one part, and the Right Worſhipful Sir *Henry Tulſe* late Lord Mayor of the City of *London* of the other part, Inrolled in the High Court of *Chancery*, And whereas the ſaid *J. H.* and *H. S.* do by the ſaid recited Policy deſire, direct and appoint the Truſtees aforeſaid, according to the ſaid Indenture to pay and ſatisfie unto me the ſaid *F. B.* my Executors, Adminiſtrators and Aſſigns, the Sum of 200 *l.* at the end of ſix days after the ſaid Houſe ſhall be burnt down,

wn, blown up, demoliſhed or damnified by or by rea- or means of Fire in ſuch manner as thereby is menti- ed and expreſſed. As in and by the ſaid Policy of In- rance, relation being thereunto had it may more at large pear. Now know ye that I the ſaid *F. B.* for divers od Cauſes and Conſiderations me hereunto moving, ve given, granted, aſſigned and ſet over unto *J. F.* of Pariſh, &c. the ſaid Policy of Inſurance, and the ſaid m of 200 *l.* thereby Enſured, and all my Right, In- eſt, Claim and Demand whatſoever therein or there- o, on which I my Executors or Adminiſtrators at any e hereafter can, ſhall or may have claim, challenge or mand by vertue or means of the ſaid Policy of Inſu- ce, and the Sum of Money thereby aſſured as afore- in any manner or wiſe whatſoever, ſubject neverthe- , and to be Redeemed and Redeemable with the eſſuage or Tenement thereby, and by theſe Preſents ant and intended to be Enſured, the ſame being now rtgaged by me the ſaid *F. B.* unto him the ſaid *T. F. In neſs* whereof, *&c.*

A Leaſe

A Leaſe for Ninety nine years if three Lives ſhall ſo long, and an Aſſignment thereof in Truſt for an Infant, for the ſecuring 170 l. *by way of Mortgage, with ſeveral ſpecial Covenants, (the Money being the Money of the Infant.)*

THis Indenture made, &c. Between Sir *Jonathan Trelawny* Baronet, now Lord Biſhop of *Exeter*, of the one part, and *Richard Pyne* of, &c. of the other part. Witneſſeth that the ſaid Sir *J. T.* for and in conſideration of 500 *l.* of lawful Money of *England* to him in hand paid by the ſaid *R. P.* at and before the Sealing and delivery of theſe Preſents, the receipt whereof, &c. hath Demiſed, Leaſed, ſet and to Farm-let unto the ſaid *R. P.* all that, &c. except Timber-Trees of Oak, Aſh and Elm, with liberty to cut and carry away the ſame, &c. *Habend'* to the ſaid *R. P.* his Executors, Adminiſtrators and Aſſigns from the 25th day of *March* laſt paſt, for and during the term of Ninety nine years from thence next enſuing, and fully to be compleat and ended, if, and ſo that the ſaid *Richard Pyne* and *Suſanah Pyne* Daughter of the ſaid *Richard Pyne*, and *Denzill Pyne* Brother of the ſaid *Richard Pyne*, or any one of either of them ſhall ſo long happen to live, yeilding and paying, &c. and an Herriot or 3 *l.* 10 *s.* in lieu thereof at the Election of the ſaid Sir *J. Tr.* Provided that no ſuch Herriot or Sum of Money in lieu thereof to be paid upon the death of them the ſaid *Suſannah Pyne* or *Denzill Pyne* living the ſaid *R. P.* And the ſaid *R. P.* Covenants, &c. to do Suit to the Court or Courts of the ſaid Sir *J. Tr.* his Heirs and Aſſigns to be holden and kept for the Manno of *M.* as oft as any Court or Courts ſhall be there holden and kept upon reaſonable warning, and ſhall be ruled and ordered by the ſame Court as other Tenants of the ſaid Mannor are and have been accuſtomed to be during the ſaid term hereby granted; and alſo ſhall and will Grind

all his and their Corn or Grain that ſhall be ſpent in and upon the ſaid Demiſed Meſſuage at the Mill and Mills of the ſaid Sir *J. Tr.* his Heirs and Aſſigns within the ſaid Mannor commonly called *P.* Mills. Covenants to repair the ſaid Meſſuage, Barn, Stable, Out-houſes, &c. to and for the doing of which it ſhall and may be lawful to and for the ſaid *R. P.* his Executors, Adminiſtrators and Aſſigns to have and take Timber growing in and upon the ſaid Premiſſes by delivery of the ſaid Sir *J. Tr.* his Heirs and Aſſigns. And if it ſhall happen that the ſaid yearly Rent of, &c. or any part or parcel thereof to be behind and unpaid by the ſpace of ſix Calendar Months, and ſufficient diſtreſs in and upon the ſaid demiſed Premiſſes by all that time may or can be found whereby the ſaid Rent with the Arrearages thereof (if any be) may or can be levied, or if the ſaid *R. P.* his Executors, Adminiſtrators or Aſſigns ſhall do any act or acts, thing or things, which ſhall or may be hurtful or prejudicial to the Eſtate of Inheritance of the ſaid Sir *J. Tr.* his Heirs and Aſſigns, then it ſhall and may be lawful to and for the ſaid Sir *J. Tr.* his Heirs and Aſſigns into all and ſingular the ſaid demiſed Premiſſes, or into any part thereof in the name of the whole wholly to re-enter, and the ſame to have again, re-poſſeſs and enjoy as in his or their former Eſtate, any thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid Sir *J. Tr.* his Heirs and Aſſigns all and ſingular the ſaid Meſſuage, &c. in manner and form aforeſaid granted, and by and under the Rents, Covenants, Articles and Conditions aforeſaid for and during the term aforeſaid unto the ſaid *R. P.* his Executors, Adminiſtrators and Aſſigns as well againſt the high and chief Lord and Lords of the Fee thereof for all manner of High Rents, Suits and Services iſſuing or going out of or to be paid or performed of or for the ſaid Demiſed Premiſſes, or of or for any part or parcel thereof, as alſo againſt all other People or Perſons whatſoever for all manner of Titles, Charges or Incumbrances whatſoever during the term aforeſaid hereby granted, ſhall and will

warrant, acquit, and for ever by theſe Preſents defend. *In Witneſs*, &c.

The Aſſignment.

THis Indenture made the 22d day of *Auguſt*, *Anno Dom.* 1691, and in the year of the Reign, &c. Between *R. P.* of, &c. of the one part, and *B. M.* of, &c. Spinſter of the other part, **Witneſſeth**, that the ſaid *R. P.* for and in conſideration of the Sum of 170 *l.* of good and Lawful Money of *England*, to the ſaid *R. P.* in hand paid by the ſaid *B. M.* at and before the Sealing and Executing of theſe Preſents, being the proper Moneys of *L. C.* Infant, and under the age of twenty one years, and by an Order of the Honourable Court of *Chancery* bearing date the 16th day of *July* in this preſent year of our Lord 1691, to be placed out at Intereſt for the ſaid Infants benefit, the receipt whereof the ſaid *R. P.* doth by theſe Preſents acknowledge, and thereof and of every part thereof doth here releaſe, acquit and diſcharge the ſaid *B. M.* her Executors and Adminiſtrators, for ever by theſe Preſents, and for divers other good cauſes, &c. hath granted, aſſigned and ſet over, and by theſe Preſents doth grant, aſſign and ſet over unto the ſaid *B. M.* her Executors, Adminiſtrators and Aſſigns, in Truſt nevertheleſs and for the benefit and behoof of the ſaid *L. C.* all that Meſſuage, &c. all Timber-trees of Oak, Aſh or Elm now growing, ſtanding or being, or which ſhall or may hereafter ſtand, grow or be in and upon the ſaid Demiſed Premiſſes, or any part or parcel thereof, always excepted and foreprized, *Habend'* &c. unto the ſaid *B. M.* her Executors, Adminiſtrators and Aſſigns for and during the term and unto the full end and term of fourſcore and nineteen years to be computed from the five and twentieth day of *March*, which was in the year of our Lord 1682, if he the ſaid *R. P. S. P.* Daughter of the ſaid *R. P.* and *D. P.* Brother of the ſaid *R. P.* or any of them ſhall ſo long happen to live, ſhe the ſaid *B. M.* her Executors,

Executors, Adminiſtrators and Aſſigns, yielding and paying, and performing unto Sir *J. Tr.* now Lord Biſhop of *Exeter*, his Heirs and Aſſigns, all ſuch Rents, Duties, Cuſtoms, Services and Covenants as on the part and behalf of the ſaid *R. P.* his Executors, Adminiſtrators and Aſſigns are to be yielded, paid and performed by vertue of a Leaſe of the Premiſſes bearing date the fourth day of *June* in the 34th year of the Reign of the late King *Charles* the Second, and made between the ſaid Sir *J. T.* Baronet, and now Lord Biſhop of *Exeter*, of the one part, and the ſaid *R. P.* then Servant to the Right Honourable *John* Earl of *Bath* of the other part, Provided nevertheleſs that if the ſaid *R. P.* his Executors, Adminiſtrators or Aſſigns ſhall pay or cauſe to be paid unto the ſaid *B. M.* her Executors, Adminiſtrators and Aſſigns the Sum of 180 *l.* and 4 *s.* in manner following, (that is to ſay) &c. then the ſaid Indenture of Aſſignment and all the Eſtate therein and thereby granted ſhall ceaſe and be void, any thing, &c. [Covenant to pay the Money at the times and place aforeſaid] And the ſaid *R. P.* for himſelf, his Executors, Adminiſtrators and Aſſigns doth by theſe Preſents, Covenant, grant and agree to and with the ſaid *B. M.* her Execut. Adminiſtr. and Aſſigns: That notwithſtanding any thing done or willingly ſuffered or permitted to be done by him the ſaid *R. P.* or any other Perſon or Perſons claiming by, from, or under him the ſaid Meſſuage, &c. and Premiſſes and every part and parcel thereof, is and are free and clear from all manner of Charges and Incumbrances whatſoever, other than what are contained and expreſſed in the ſaid original Leaſe of the Premiſſes, bearing date on the ſaid fourth day of *July* in the ſaid thirtyfourth year of the Reign of the ſaid late King *Charles* the Second as aforeſaid, and that at the time of the executing this preſent Deed of Aſſignment he hath in himſelf good right and lawful Authority to grant, aſſign and ſet over the ſaid hereby granted and aſſigned, or meant mentioned or intended to be hereby granted and aſſigned Premiſſes, with their and every of their Appurtenances unto the ſaid *B. M.* her Executors, Adminiſtrators

and Aſſigns in manner and form aforeſaid. And alſo that he the ſaid *R. P.* his Executors, Adminiſtrators and Aſſigns ſhall and will within the ſpace of ſeven years next enſuing the date hereof make, do and execute before default made of the payment of the ſaid Sum of 180 *l.* 4 *s.* at the days and times aforeſaid, and *under the Truſts and ſubject to the Rents* at the Coſts and Charges of him the ſaid *R. P.* his Executors, Adminiſtrators and Aſſigns, and after ſuch default at the Coſts and Charges of the ſaid *B. M.* and *L.C.* or either of them, all and every ſuch farther and other reaſonable act or acts, thing or things, demiſes and aſſurances in the Law whatſoever for the better and more ſure conveying and aſſigning unto the ſaid *B. M.* her, &c. as by Counſel Learned in the Law of the ſaid *B. M.* ſhall be reaſonably deviſed, adviſed and required for and during all the reſidue of the ſaid term of ninety nine years dependant on three Lives as aforeſaid, and under the Truſts and ſubject to the Rents, Services and Covenants as are reſerved to be done, paid and performed by the ſaid *R. P.* in and by the ſaid Original Leaſe above mentioned. And the ſaid *R. P.* doth for himſelf, his Executors, Adminiſtrators and Aſſigns, Covenant, grant and agree to and with the ſaid *B. M.* her Executors, Adminiſtrators and Aſſigns, that in caſe one or more of them the ſaid *R. P. S. P.* and *D. P.* ſhall happen to die before the ſaid 24th day of *June*, which ſhall be in the year of our Lord 1692; or in caſe of default of payment of the ſaid Sum of 180 *l.* 4 *d.* as aforeſaid, or if one or more of them the ſaid *R. P. S. P.* and *D. P.* ſhall happen to die before the ſaid *R. P.* his Executors, Adminiſtrators or Aſſigns be foreclоſed of his or their equity of Redemption, That he the ſaid *R. P.* his Executors and Adminiſtrators ſhall and will at the requeſt of the ſaid *B. M.* her Executors, Adminiſtrators and Aſſigns conſent to and joyn with the ſaid *B. M.* her Executors, Adminiſtrators and Aſſigns in a Surrender of the ſaid Meſſuage, &c. unto the ſaid Sir *J. Tr.* his Heirs and Aſſigns, and procure a new Leaſe of the Premiſſes for the term of ninety nine years from the date of ſuch new Leaſe determinable

minable upon three ſuch Lives as the ſaid *B. M.* her Executors, Adminiſtrators and Aſſigns, ſhall nominate and appoint, and to be ſubject to the Redemption of the ſaid *R. P.* his Executors, Adminiſtrators and Aſſigns, and without any other Charges and Incumbrances upon the ſaid Premiſſes, than the ſame are at this preſent ſubject to by vertue of the ſaid Leaſe, bearing date the ſaid fourth day of *June* in the ſaid 34th year of the Reign of the ſaid late K. *Ch.* 2. as aforeſaid; And the ſaid *R. P.* further for himſelf, his Executors, Adminiſtrators and Aſſigns, doth Covenant, grant and agree to and with the ſaid *B. M.* her Executors, Adminiſtrators and Aſſigns, on the part and behalf of the ſaid *L. C.* and *B. M.* Siſter of the ſaid *L. C.* that in caſe he the ſaid *R. P.* ſhall happen to depart this natural Life before the ſaid Sum of 184 *l.* 4 *s.* be paid and ſatisfied, and the Premiſſes cleared and diſcharged of and from the ſame, That then he the ſaid *R. P.* ſhall and will by Deed or other Security made and executed in his life-time, or otherwiſe by his Laſt Will and Teſtament ſecure or bequeath unto the ſaid *C. L.* and *B. M.* his Siſter the Sum of 80 *l.* of Lawful Money of *England*, to be paid to the ſaid *L. C.* and *B. M.* their Executors, Adminiſtrators and Aſſigns, proportionably within ſix Months after the death of the ſaid *R. P.* and the ſaid *R. P.* doth further Covenant and grant to and with the ſaid *B. M.* her Executors, Adminiſtrators and Aſſigns, that the Premiſſes hereby Mortgaged ſhall ſtand and be a Security for the true payment of the ſaid 50 *l.* according to the meaning and intent above written. *In Witneſs*, &c.

Awards.

An Award where the Difference was put to Arbitrators, and they not ending it to chooſe an Umpire to end it.

WHereas there is a certain difference or controverſie depending or being, Between *J. B.* of the one part, and *J. S.* of the other part, for and concerning certain matters and things mentioned in the Obligations hereafter recited for the appeaſing and final ending whereof, and for avoiding expence in Suits of Law, the ſaid parties in Controverſie did of their mutual conſents and agreements refer themſelves and their ſaid Controverſies to the order, final end and award of *G. S.* and *J. C.* ſo as ſuch their end and award of, and upon the Premiſſes were made and given up by them the ſaid Arbitrators under their Hands and Seals in Writing, Indented on or before, &c. And if the ſaid Arbitrators of and upon the Premiſſes could not agree, neither any end thereof made within the time to them limited, then the ſaid parties in Controverſie did refer themſelves and their ſaid differences to the Award, Umpirage and Judgment of ſuch indifferent Umpire as the two Arbitrators ſhould for that purpoſe nominate, appoint and chooſe, ſo that the ſame were given up under his Hand and Seal in Writing, Indented on or before the, &c. And further, &c. as in and by the Obligations bearing date, &c. wherein and whereby the ſaid parties in Controverſie became reciprocally bound in the Sum or penalty of, &c. for true performance of the Premiſſes as may thereby appear. And whereas the ſaid two Arbitrators having taken pains and Labour in the buſineſs in Con-

Controverſie, and ſeen and examined the Proofs, Allegations and Demands of the ſaid parties in Controverſie by reaſon of ſome important occaſions they were prevented, ſo that they could not give up and make their Award within the time to them limited, yet being willing that a good and final end might be made therein have delivered their own Opinions concerning the Premiſſes unto *S. H.* who is Umpire appointed and choſen by the ſaid Arbitrators to end and determine the Premiſſes between the ſaid parties in Controverſie. **Now** know all men by theſe Preſents, That I, the ſaid *S. H.* taking upon me the charge and Umpirage and minding as much as in me lyes to end quiet all the ſame Controverſies, having conſidered and examined the Proofs, Allegations and Demands of the ſaid parties in Controverſie, and with due care and deliberation of the Premiſſes have made and given up, and by theſe Preſents do even the day of the date hereof make and give up this my Umpirage and Judgment of the Premiſſes in manner and form following, (That is to ſay) *Imprimis*, I do Award, Order, Decree and Judge by theſe Preſents, that, &c. dated, &c.

An Award where the Controverſies were referred to the deciding of certain men by a Commiſſion in Chancery.

TO all People to whom this Writing of an Award Indented ſhall come, *H. H.* of, &c. ſendeth greeting: **Whereas** divers Controverſies, Suits and Demands have heretofore been and are yet depending in Suit, queſtion or variance between *J. R.* and *W. R.* Plaintiffs, and *S. T.* and *G. G.* Defendants, for the better and ſpeedier ending and determining whereof there was a Commiſſion granted out of his Majeſties Court of *Chancery*, and directions to call before us the parties aforeſaid, and their Witneſſes, and all their ſaid differences to hear, determine and finally and abſolutely if we could to determine or other-

wiſe under our hands to certifie into the ſaid Court our proceedings therein, as by the ſaid Commiſſion more at large appeareth. And **Whereas** afterwards the ſaid *J. R.* and *G. G.* for the more full and better performance of ſuch end as we ſhould make between the ſaid parties in difference of and upon the Premiſſes did voluntarily ſubmit themſelves, and their differences unto the Award Arbitration and end of us the ſaid *H. H.* &c. and by their ſeveral Obligations bearing date the, &c. laſt paſt before the date hereof became bound either to other reſpectively in the Sum of, &c. apiece for true performance (by all the ſaid parties in Controverſie) of ſuch end and Award as we the ſaid Arbitrators ſhould make therein, ſo as the ſame our Award, Arbitrament, Ordinance, Rule, Determination and Judgment of us theſe Arbitrators, of and upon the Premiſſes were made and given up in Writing Indented under both our Hands and Seals ready to be deliver'd to the parties in Controverſie requiring the ſame on or upon the &c. as in and by the ſaid recited Obligations and Conditions more at large appeareth. Now know ye that we the ſaid Arbitrators in obedience to his Majeſty's ſaid Commiſſion, and for ſpeedier ending of theſe Differences according to the ſaid Commiſſion, and the ſubmiſſion made by the ſaid parties in Controverſie unto us in that behalf taking upon us the charge and buſineſs in this our Award; and having ſeen, heard, peruſed and throughly examined the ſaid parties, and with mature Deliberation had of the matters in Controverſie, and of all other Proofs, Accompts, Allegations and Demands on both parts. And minding as much as in us is to end and quiet all the ſaid Controverſies, have made and given up, and by theſe Preſents even the day of the date hereof do make and give up this our Award and Arbitrement of and upon the Premiſſes in manner and form following. (That is to ſay) Firſt, we Award, Order, Decree, and judge by theſe Preſents, that the ſaid *G. G.* his Executors or Aſſigns, or ſome of them ſhall well and truly pay or cauſe to be paid unto the ſaid *J. R.* and *W. B.* or one of them, their or one of their Exe-

cutors

cutors or Aſſigns, at or within, &c. the Sum of, &c. on or before the, &c. for the full payment, ſatisfaction, and diſcharge of and for all Reckonings, Suits, Challenges, Accompts, Actions and Demands whatſoever between the ſaid Parties in Controverſie. And likewiſe that all Suits and Accompts now depending between the ſaid parties in Controverſie ſhall be with all convenient ſpeed withdrawn by the parties Plaintiffs in the ſame. And we do further Award, Order, Decree and Judge by theſe Preſents, that the ſaid *G. G.* his Executors and Adminiſtrators ſhall on or before, &c. in due and lawful manner make, ſeal, and as his Act and Deed deliver unto, and for the uſe of the ſaid *J. R.* and *W. B.* their Executors and Adminiſtrators a General Acquittance, Releaſe and diſcharge of and for all and all manner of Actions, Suits, Debts, Accompts, Reckonings, Forfeitures, Treſpaſſes and Demands whatſoever from the beginning of the world to the day of the date of the ſaid Acquittance. And laſtly we do Award, Order, Decree and Judge by theſe Preſents, that the ſaid *T. B.* his Executors or Adminiſtrators ſhall within twenty days next after requeſt made unto him or them in their own perſons in due and lawful manner make, ſeal and deliver unto and for the uſe of the ſaid *G. G.* their Executors or Adminiſtrators a General Acquittance, Releaſe and diſcharge of and for all and all manner of Actions from the beginning of the world till the day of the date of, &c. *In Witneſs*, &c.

Bills of Sale.

A Bill of Sale conditionally for better Security of a Sum of Money ſecured to be paid by 40 l. *with a Covenant to enſure the Ship for all Voyages to be made with her till the Money be paid at the Bargainors Coſts.*

THis Indenture made, &c. Between *J. P.* of *L.* Merchant of the one part, and *J. L.* of *London*, Merchant, of the other part: Whereas the ſaid *J. P.* in and by four ſeveral Obligations all of them bearing date the day of the date of theſe Preſents ſtandeth bound unto *J. L.* in four ſeveral Sums of, &c. apiece, every one of them ſeverally conditioned for payment unto the ſaid *J. L.* his Executors, Adminiſtrators and Aſſigns, at, or within, &c. of the ſeveral Sums of Lawful Money of *England* on the ſeveral days of payment hereafter mentioned, That is to ſay, in and by the firſt of them for payment of the Sum of, &c. in and by two other of them for payment of the Sum of, &c. And in and by the fourth of them for payment of the Sum of, &c. on the, &c. next following, which ſhall be in the year of our Lord God, &c. As in and by the ſaid ſeveral recited Obligations and Conditions more at large may appear. Now this Indenture Witneſſeth, that for the better Security of payment of the ſeveral Sums of Money unto the ſaid *J. L.* his Executors and Aſſigns according to the Tenor of the Conditions of the ſaid recited Obligations he the ſaid *J. P.* hath granted, bargained and ſold, And by theſe Preſents doth grant, bargain and ſell unto the ſaid *J. L.* &c. To have, hold and enjoy the ſame, &c. and all other the above bargained Premiſſes unto the ſaid *J. L.* his Executors, Adminiſtrators and Aſſigns to his and

d their own proper uſe and uſes for ever, Provided al-
ays and upon condition that if the ſaid *J. P.* his Execu-
rs, Adminiſtrators or Aſſigns, or any of them ſhall
ell and truly pay or cauſe to be paid unto the ſaid
L. his Executors, Adminiſtrators or Aſſigns at, or with-
, &c. the ſeveral Sums of Money herein before menti-
ed on the ſeveral days of payment before ſpecified ac-
rding to the effect and true meaning of the ſaid ſeveral
bligations and Conditions, and every of them, Then the
rant, Bargain and Sale of the Premiſſes hereby made and
very thing elſe herein contained on the part and behalf of
he ſaid *J.* his Executors or Adminiſtrators granted or to be
erformed, ſhall ceaſe, determine and be utterly void and
f none effect to all intents and purpoſes, any thing afore-
id to the contrary notwithſtanding. And the ſaid *J. P.*
or him, his Executors and Adminiſtrators doth Covenant
nd grant to and with the ſaid *J. L.* his Executors and Ad-
iniſtrators by theſe Preſents, That he the ſaid *J. P.* at
he time of the Enſealing hereof is true, ſole and lawful
wner of the ſaid, &c. and of all other the ſaid bargained
remiſſes, and hath in himſelf full power and authority to
argain and ſell the ſame unto the ſaid *J. L.* in manner and
orm aforeſaid. And that the ſaid, &c. and all other the
id bargained Premiſſes at the time of the Enſealing and
elivery of theſe Preſents are and be, and ſo from hence-
orth ſhall be, remain, continue and endure unto the ſaid
L. his Executors and Aſſigns under the Condition and
roviſo aforeſaid free and clear, and freely and clearly ac-
uitted, exonerated and diſcharged of and from all and all
anner of former and other Bargains, Sales, Gifts, Grants,
orfeitures, Titles, Troubles, Conveyances and Incum-
rances whatſoever had, made, committed or done by
im the ſaid *J. P.* at any time before the Enſealing hereof.
nd it is agreed between the ſaid parties to theſe Preſents,
hat the ſaid *J. P.* for him his Executors and Adminiſtra-
ors doth Covenant, grant and agree to, and with the ſaid
L. his Executors and Adminiſtrators by theſe Preſents,
hat he the ſaid *J. P.* ſhall and will at his and their own

proper

proper Coſts and Charges according to the Cuſtom of Merchants from henceforth in the name of the ſaid *J. L.* aſſure the ſaid, &c. and all other the above bargained Premiſſes for, and during all ſuch Voyages as the ſaid Ship ſhall make until, &c. which ſhall, &c. or until the ſaid *J. L.* his Executors or Aſſigns ſhall be by the ſaid *J. P.* his Executors or Aſſigns paid the ſaid ſeveral Sums of Money aforeſaid in full diſcharge of the ſaid four ſeveral Obligations and every of them which laſt ſhall happen, and ſhall from time to time pay the aſſurers all ſuch Money as ſhall be in that behalf ſet down and agreed upon. *In Witneſs*, &c.

A Bill of Debt.

KNow all men by theſe Preſents, That I *A. B.* of, &c. do owe and am indebted unto *C. D.* of, &c. in the Sum of, &c. of lawful Money of *England* to be paid to the ſaid *C. D.* his certain Attorney, Executors and Aſſigns on the thirtieth day of *January* next enſuing the date hereof. To the which payment well and truly to be made, I bind my Heirs, Executors and Adminiſtrators firmly by theſe Preſents. Sealed with my Seal, and dated the, &c. in the year of our Lord God, &c. And in the one and thirtieth year of the Reign of our Soveraign Lord *Charles* the Second, King of *England*, *&c.* Sealed and delivered in the preſence of

A Bill of Sale upon condition.

KNow all men by theſe Preſents, That I *M. B.* for, and in conſideration of the Sum of, &c. of Law- Money of *England* to me in hand at and before the En- ling and delivery of theſe Preſents by *C. D.* of, &c. ll and truly paid and ſatisfied, the receipt whereof I ſaid *A. B.* do hereby acknowledge accordingly, Have nted, bargained and ſold, and in plain and open Market ve delivered, and do hereby grant, bargain, ſell, and open Market as aforeſaid deliver unto the ſaid *C. D.* one old Chain of the value of, &c. To have and to hold ſaid Chain of Gold hereby bargained and ſold unto the *C. D.* his Executors, Adminiſtrators and Aſſigns as his their own proper Goods and Chattels to his and their n proper uſe and behoof for ever with Warranty againſt perſons whatſoever by theſe Preſents: Provided always upon condition that if I the ſaid *A. B.* mine Executors, dminiſtrators and Aſſigns, or any of them ſhall well and ly pay or cauſe to be paid unto the ſaid *C. D.* his Exe- tors, Adminiſtrators and Aſſigns, the Sum of, &c. of wful Mony of *England* on the, &c. next enſuing the e hereof at or within, &c. Then this Writing or Bill of e to be void and of none effect, or elſe to ſtand in full ce and vertue.

A Bill of Sale abſolute.

KNow all men by theſe Preſents, That I *M. H.* of *L.* Widdow, late Wife and now Executrix of the t Will and Teſtament of *R. H.* of, &c. deceaſed, for in conſideration of the Sum of, &c. of Lawful Mo- y of *England*, to me in hand at and before the Enſealing delivery of theſe Preſents by *W. H.* of *L.* Gent. well

and

and truly paid, the receipt whereof I the ſaid *M.* do here-by acknowledge, and for the altering of the property of the Goods and Chattels hereafter mentioned, as for other good conſiderations me hereunto moving, Have given, granted, bargained and ſold, and by theſe Preſents do give, grant, bargain and ſell unto the ſaid *W. H.* all and ſingular ſuch Goods, Plate, Jewels, Beds, Bedding, &c. and all other Goods and Chattels whatſoever, in the poſſeſſion of me the ſaid *M H.* or of any other Perſon or Perſons for my uſe, or which were late the Goods and Chattels of my ſaid Husband deceaſed, and now are to me belonging by vertue of the laſt Will and Teſtament aforeſaid; To have and to hold the ſaid bargained Premiſſes unto the ſaid *W. H.* his Executors, Adminiſtrators and Aſſigns, as his and their own Goods and Chattels for ever. *In Witneſs*, &c.

A Sale of part of a Ship conditional.

TO all People, &c. I *A. B.* of, &c. ſend Greeting. Know ye, that I the ſaid *A. B.* for and in conſideration of the Sum of, &c. Have granted, bargained and ſold, &c. Now upon a Voyage for *Venice*, whereof *R. S.* is or was lately Maſter, and one full, &c. Parcel, Stock, Freight, Profit, Proceed and Furniture to the ſaid Ship belonging or appertaining, To have, hold and enjoy the ſaid, &c. for ever. Provided always and upon Condition that the ſaid *A. B.* mine Executors, Adminiſtrators or Aſſigns or any of us ſhall well and truly pay or cauſe to be paid unto the ſaid *J. M.* his Executors, Adminiſtrators or Aſſigns for and in redemption of the Premiſſes the Sum of, &c. of Lawful Money of *England* on the, &c. next coming after the date of theſe Preſents at or within, &c. Then the grant, bargain and ſale of the Premiſſes here made and every thing elſe herein contained on the part and behalf of me the ſaid *A. B.* mine Executors or Aſſigns granted or to be performed ſhall ceaſe, determine and be utterly void, fruſtrate and of none effect to all intents

d purpoſes, and ſhall be redelivered to me the ſaid *A. B.* be cancelled (any thing herein contained to the contrary ereof in any wiſe notwithſtanding.) And if the ſaid Ship all happen to miſcarry, be loſt or caſt away (which God rbid) before her return into the Port of *London*, or that er the return of the ſaid Ship into the Port of *London*, the d hereby bargained Premiſſes ſhall not be found and apved of the full value of, &c. at the leaſt, whereby the e ſaid *J. M.* his Executors or Aſſigns ſhall not take ſuch nefit of the Sale as he may be hereby ſatisfied of the m aforeſaid, Then and in ſuch caſe the ſaid *A. B.* for m his Executors and Adminiſtrators and every of them th Covenant and grant to and with the ſaid *J. M.* his ecutors, Adminiſtrators and Aſſigns by theſe Preſents, hat he the ſaid *A. B.* his Executors, Adminiſtrators or ſſigns, or ſome of them ſhall well and truly pay or cauſe be paid unto the ſaid *J. M.* his Executors, Adminiſtrators Aſſigns at the place aforeſaid the Sum of, &c. of like oney on the, &c. next coming, any thing herein conned to the contrary thereof in any wiſe notwithſtanding. *Witneſs*, &c.

Bill of Sale of a Ship for the better Security of Money payable by Bond upon return of a Ship from a Voyage.

TO all People to whom theſe Preſents ſhall come, *S. D.* Marriner ſendeth Greeting, **Whereas** the d *S. D.* is intended ſhortly to go forth to Sea upon Voyage to the *Straights* in the good Veſſel called the, &c. nd **Whereas** the ſaid *S. D.* in and by one Obligation aring date the day of the date hereof ſtandeth bound un- *W. P.* of, &c. in the penalty of, &c. of Lawful Mo- of *England*, with condition there under written for yment of, &c. of like Money at or in, &c. on the, &c. xt coming after the date hereof or within ten days next

after

after the arrival of the ſaid *S. D.* or of the ſaid Veſſel into *England* from the Voyage aforeſaid which of the times ſhall firſt or next happen to be or come. As in and by the ſaid recited Obligation and Condition more plain may appear. And **Whereas** the ſaid *S. D.* affirmeth that he is owner of the fourth part of the ſaid Veſſel, the *Sea Adventure*. And alſo of the fourth part of all and every the Boat, Maſts, Sails, Sail-yards, Anchors, Cables, Cords, Ropes, Guns, Gun-powder, Artillery, Shot, Tackle, Apparel and Furniture to the ſaid Veſſel belonging or in any wiſe appertaining. **Now know ye** that I the ſaid *S. D.* for better ſecurity and more ſure payment unto the ſaid *W. P.* at the place aforeſaid of the ſaid Sum of, &c. on the ſaid, &c. next enſuing or within ten days next after the firſt arrival of the ſaid *Ship* in *England* from the Voyage aforeſaid which of thoſe times ſhall firſt and next happen to be or come according to the Condition of the ſaid recited Obligation, and for divers good cauſes and valuable conſiderations me thereunto moving, Have granted, bargained and ſold, and by theſe Preſents, Do grant, bargain, ſell and transfer unto the ſaid *W. P.* his Executors and Aſſigns the ſaid fourth part of the ſaid Veſſel and all the aforementioned Premiſſes. To have, hold and enjoy the ſaid fourth part of the ſaid Veſſel, and all other the above bargained Premiſſes unto the ſaid *W. P.* his Executors and Aſſigns for ever. **Provided** always and upon this Condition nevertheleſs that if I the ſaid *S. D.* my Executors, Adminiſtrators and Aſſigns, or any of us ſhall well and truly pay or cauſe to be paid unto the ſaid *W. P.* his Executors or Aſſigns at or within, &c. the ſaid Sum of, &c. of Lawful Money of *England* on the &c. next enſuing, or within ten days next after the arrival of the ſaid *S. D.* or of the ſaid Veſſel in *England* from the Voyage aforeſaid which of theſe two ſhall firſt and next happen to be or come, according to the Condition of the ſaid recited Obligation, then as well the ſaid recited Obligation as theſe Preſents and every thing therein and hereby contained ſhall ceaſe, determine and be utterly void and of none effect to all intents and purpoſes, whatſoever (any thing

thing herein contained to the contrary thereof in any wiſe notwithſtanding.) And I, the ſaid *S. D.* for me mine Executors and Adminiſtrators, and for every of us do Covenant, grant and agree to and with the ſaid *W. P.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, that at the Sealing and delivery hereof I am the true and lawful Owner of the ſaid fourth part of the ſaid Veſſel, and all other the ſaid Bargained Premiſſes, and that I have full power to grant and aſſign the ſame as aforeſaid. And further that the ſaid fourth part of the ſaid Veſſel, and all other the ſaid Bargained Premiſſes now are and be, and ſo from henceforth under the condition or proviſo aforeſaid ſhall be, remain, continue and enure unto the ſaid *W. P.* his Executors and Aſſigns free and clear and clearly acquitted, exonerated and diſcharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Titles, Troubles, Debts, Charges and Incumbrances whatſoever had made, committed or done by me the ſaid *S. D.* or any other Perſon or Perſons whatſoever by my means, act, title, conſent or procurement. *In Witneſs*, &c.

A Bargain and Sale of ſeveral Commodities.

Of WOOL.

This being of frequent uſe amongſt Country-Farmers, and the proper way of contracting for the ſame not being very uſual.

THis Indenture made, &c. Between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, Witneſſeth that the ſaid *A. B.* for the conſideration hereafter mentioned, hath granted, bargained and ſold, and by theſe Preſents doth grant, bargain and ſell unto the

ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, All the Wools of the proper growth of the Sheep of the ſaid *A. B.* this preſent year of our Lord, &c. being by Eſtimation the Wool of 3000 Sheep or thereabouts, at the price of, &c. by the Tod, all the ſame Wools to be weighed by the half Sack, which is ſix Tods and an half at a Draught, and at every ſecond Draught to allow unto the ſaid *C. D.* his Executors and Aſſigns one Fleece of Wool for over-weight according as the uſe and cuſtom amongſt Dealers hath heretofore been at, &c. And it is agreed that all the ſaid Bargain of Wool ſhall be well waſhed and wrought by a ſworn Man at the Charges of the ſaid *A. B.* as the Wools of the ſaid *A. B.* have heretofore accuſtomably been.

In conſideration of which ſaid Bargain and agreement, the ſaid *C. D.* hath at the time of the execution of theſe Preſents actually and in hand paid and delivered to the ſaid *A. B.* the Sum of 300 *l.* of Lawful Money of *England*, the receipt whereof the ſaid *A. B.* doth by theſe Preſents acknowledge.

And the ſaid *A. B.* for himſelf, his Executors, Adminiſtrators and Aſſigns, Covenant, grant to and with the ſaid *C. D.* his Executors and Aſſigns by theſe Preſents, that he the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns at his and their own proper Coſts and Charges ſhall and will well and truly deliver or cauſe to be delivered to the ſaid *C. D.* his Executors or Aſſigns all the ſaid Bargain of Wools of the ſaid kind and growth with the allowance of one Fleece of Wool for over-weight as aforeſaid, and well waſhed and wrought as aforeſaid at or before the laſt day of the Month of *O.* next enſuing the date hereof at, &c. ſituate in, &c. aforeſaid.

And the aforeſaid *C. D.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth Covenant and grant to and with the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns that he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, at and upon the full delivery of the ſaid Bargain of Wools at, &c. aforeſaid ſhall and will well and truly

truly content and pay or cauſe to be contented and paid to the ſaid *A. B.* his, &c. all the reſt and reſidue of all ſuch Sums of Money as the ſaid Bargain of Wools at the price above ſpecified ſhall amount unto over and above the ſaid 300 *l.* paid and disburſed by the ſaid *C. D.* to the ſaid *A. B.* before hand upon the ſaid Bargains of the ſaid Wools as aforeſaid.

And the ſaid *A. B.* further for himſelf, his Executors, Adminiſtrators and Aſſigns, doth Covenant, grant and agree to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, That in caſe the ſaid Bargain of Wool at and upon the delivery thereof as aforeſaid ſhall not amount to the full Sum of 300 *l.* after the rate and price of, &c. *per* Todd as is above agreed, that then he the ſaid *A. B.* his, &c. at or upon the delivery of the ſaid Wools, ſhall well and truly content, ſatisfie and pay back or cauſe to be contented, ſatisfied and paid back unto the ſaid *C. D.* his Executors and Aſſigns all ſuch Sum and Sums of Mony as ſhall want and fall ſhort of the ſaid Sum of 100*l.* before hand paid at the rate and price aforeſaid. *In Witneſs*, &c.

Of IRON.

This Indenture made, &c. Between *H. J.* &c. of the one part, and *R. L.* of, &c. of the other part **Witneſſeth**, that for and in conſideration of the Sum of 2000 *l.* of, &c. by the ſaid *R. L.* in hand paid unto the ſaid *H. J.* the receipt whereof the ſaid *H. J.* doth by theſe Preſents acknowledge and thereof and of every part and parcel thereof doth hereby acquit, exonerate and diſcharge the ſaid *R. L.* his Executors, Adminiſtrators and Aſſigns, He the ſaid *H. J.* hath granted, bargained and ſold, and by theſe Preſents doth grant, bargain and ſell unto the ſaid *R. L.* his Executors, Adminiſtrators and Aſſigns 200 Tuns of good, perfect and Merchantable *Swediſh* Iron, the ſame to be well and truly delivered to the ſaid *R. L.* his Executors and Adminiſtrators, or to ſuch other perſon or per-

ſons as the ſaid *R. L.* his Executors or Adminiſtrators ſhall in that behalf aſſign and appoint at O. in the County of *W.* clearly freed and diſcharged of all Charges, Duties, Payments and Demands whatſoever in manner following, *viz.* twentyfour Tuns thereof at or before the tenth day of *A.* next enſuing the date of theſe Preſents; twenty four Tuns more thereof at or on this ſide the tenth day of *September* next enſuing that, and ſo from thenceforth Monthly, and every Month on the tenth day of every Month as ſhall from thenceforth next come and follow by courſe and in order one after another, twenty four Tun of ſuch Iron as aforeſaid until the ſaid Two hundred Tuns of ſuch Iron as ſhall be fully and truly delivered. And the ſaid *H. J.* for himſelf, &c. Covenants and grants to and with the ſaid *R. L.* his, &c. that he the ſaid *H. J.* his Executors, Adminiſtrators and Aſſigns ſhall and will from time to time cauſe to be made at his own charge full and true delivery unto the ſaid *R. L.* his Executors, Adminiſtrators and Aſſigns of all and every part of the ſaid Two hundred Tun of ſuch Iron as aforeſaid at the ſame days and times, and at the ſame place which to and for the delivery thereof accordingly as is by theſe Preſents above limited, declared and appointed.

Charter-

Charterparty.

A Charterparty of Affreightment.

In the Name of God Amen, This Charterparty of Affreightment Indented made the, &c. *Anno Domini*, &c. And in the, &c. Between *E. R.* Maſter (under God) of the good Ship and Veſſel called the *J.* and *E.* of *London*, of the burthen of 250 Tuns or thereabouts now Riding at an Anchor in the River of *Thames*, *London*, of the one part, and *S. L.* of the City of *London*, Merchant, of the other part, **Witneſſeth**, That the ſaid Maſter hath granted and letten to Freight or Hire the ſaid Ship unto the ſaid Merchant. And that the ſaid Merchant hath accordingly hired the ſame for one *Norway* Voyage upon the Terms and Conditions following (That is to ſay) the ſaid Maſter for himſelf, his Executors, Adminiſtrators and Aſſigns doth Covenant, promiſe and grant to and with the ſaid Merchant his Executors, Adminiſtrators and Aſſigns by theſe Preſents, That the ſaid Ship with the firſt and next good Wind and Weather which God ſhall ſend after the Twentieth Day of this Inſtant Month of *September* ſhall depart from the place where ſhe now Rideth and (the danger of the Seas and reſtraint of Princes and Rulers only excepted) Sail directly unto, &c. in *Norway*, or ſo near thereunto as the Ship may ſafely come, and being there arrived ſhall and will within ten working Days receive and take on Board the ſaid Ship of and from the ſaid Merchant his Factors or Aſſigns all ſuch Goods and Merchandizes which can or may be ſtored or conveniently carried into her whole Hold and between Decks before

the Main Hatch way forwards on, and one Staple of Deals abaft the Main Hatch way (only reſerving liberty thereout for Quoiling the Ships Cabels) and the ſaid ten Days being expired, or the ſaid Ship from, &c. ſooner diſpatched which ſhall and will with the next opportunity of Weather and Wind from thence directly Sail, return and come back with the ſaid Ship into the River of *Thames*, *London*, and within twelve Working-days after her arrival, ſhall and will unload and deliver all the Goods and Merchandizes taken in at, &c. aforeſaid unto the ſaid Merchant, his Executors and Aſſigns in ſafety (the danger of the Seas and reſtraint of Princes and Rulers excepted) and ſo end the ſaid intended Voyage. And the ſaid Merchant for himſelf, his Executors, Adminiſtrators and Aſſigns and every of them Doth Covenant, promiſe and agree to and with the ſaid Maſter, his Executors, Adminiſtrators and Aſſigns by theſe Preſents, That the ſaid Maſter, his Factors or Aſſigns, or ſome of them ſhall and will not only lade and unlade the Ship at, &c. and *London* as aforeſaid, But alſo ſhall well and truly pay or cauſe to be paid unto the ſaid Maſter, his Executors, Adminiſtrators or Aſſigns in full of all Freight to be due payable or demandable for the hire of the ſaid Ship during this preſent intended Voyage the full Sum of 200 *li.* of Lawful Money of *England* in manner following, *videlicet* 110 *li.* thereof when the ſaid Ship ſhall be half delivered of her Lading at *London* aforeſaid, And 110 *li.* more reſidue thereof within three Days after a true and right diſcharge of the ſaid Ships Lading at *London* aforeſaid, Together with 3 *li. per diem* Sterling, over and above the Freight afore mentioned for every day that the ſaid Merchant his Factors or Aſſigns ſhall keep the ſaid Ship in Demorage at, &c. or *London* over and above the days above limited for Lading and Unlading the ſaid Ship And for the performance of all and ſingular the Premiſſes which on the part and behalf of either of the ſaid parties are or ought to be obſerved and performed they bind and oblige themſelves, their

their ſeveral Executors and Adminiſtrators, and eſpecially the ſaid Maſter his ſaid Ship with her Freight, Tackle and Appurtenances, and the ſaid Merchant his Goods to be Laden in the ſaid Ship during this preſent intended Voyage, Either unto the other in the penal Sum of, &c. of Lawful Money of *England*, well and truly to be paid by theſe Preſents. *In Witneſs* whereof the ſaid parties aforeſaid to this preſent Charterparty of Affreightment, Indented interchangably have ſet their Hands and Seals the day, Month and year firſt above written.

Covenants.

Covenants to paſs Money lent upon Bottomry.

TO all People to whom this preſent writing ſhall come, *N. B.* Marriner (under God) Commander of the good Ship called the *G.* of *London* now riding at an Anchor in the River of *Thames*, ſends Greeting: Whereas the ſaid Ship is now bound upon a Voyage unto the *Eaſt-Indies* and elſe where and back again to the Port of *London*. And Whereas *E. D.* of, &c. Merchant at the requeſt and deſire of the ſaid *N B.* hath the day of the date thereof lent and paid unto him the ſaid *N.* the Sum of, &c. of Lawful Money of *England*, the receipt whereof he the ſaid *N.* Doth hereby acknowledge and hereof and of every part and parcel thereof, Doth clearly acquit, exonerate and diſcharge the ſaid *E. D.* his Executors, Adminiſtrators and Aſſigns for ever by theſe Preſents. Which Sum of, &c. for the allowance and Conſideration hereafter mentioned he the ſaid *E. D.* is contented to adventure to and with the ſaid *N. B.* and to ſtand to and bear the dangers and caſualties of the Seas, concerning the ſame as hereunder is declared. Now know ye, That the ſaid *N. B.* for him, his Heirs, Executors, Adminiſtrators and Aſſigns, doth Covenant, promiſe and grant to and with the ſaid *E. D.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, That he the ſaid *N. B.* his Executors, Adminiſtrators or Aſſigns ſhall and will well and truly pay or cauſe to be paid unto the ſaid *E. D.* his Executors, Adminiſtrators or Aſſigns the Sum of, &c. of Lawful Money of *England*, within the time and ſpace of twenty days next after the firſt return and ſafe arrival into the River *Thames* within the Port of the City of *London* of the ſaid Ship from

from her aforeſaid intended Voyage, or within the like time and ſpace of twenty days next after the ſafe arrival from the *Eaſt-Indies* aforeſaid into the River of *Thames* into the Port of *London*, of any other Ship and Veſſel, wherein the accompt and return of the Proceeds of the Sale of the ſaid Ship the *G.* in the *Eaſt-Indies* aforeſaid in caſe ſhe ſhall be there ſold, or wherein the Proceeds or Returns of the ſaid Adventure of the ſaid *E. D.* ſhall be returned and ſent. And the ſaid *N. B.* for him his Heirs, Executors, Adminiſtrators and Aſſigns, doth further Covenant, promiſe and agree to and with the ſaid *E. D.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, That if the ſaid Ship the *G.* ſhall be and remain on her ſaid intended Voyage longer than the time and ſpace of ſixteen Months from the day of the date hereof to be reckoned and accompted, Then he the ſaid *N. B.* his Heirs, Executors, Adminiſtrators and Aſſigns ſhall and will well and truly pay or cauſe to be paid unto the ſaid *E. D.* his Executors, Adminiſtrators or Aſſigns the Sum of, &c. of Lawful Money of *England per* Month for each and every ſeveral and reſpective Month that the ſaid Ship ſhall be and remain on the ſaid Voyage longer than the ſaid time and ſpace of ſixteen Months (not exceeding in the ſaid Voyage in the whole thirty Months) from the day of the date hereof to be accompliſhed, Together with the ſaid Sum of, &c. within the like time and ſpace of twenty days next after the firſt return and ſafe arrival of the ſaid Ship into the River of *Thames* from her ſaid intended Voyage or within the like time and ſpace of twenty days next after the ſafe arrival from the *Eaſt-Indies* aforeſaid into the River of *Thames* within the ſaid Port of the City of *L.* of any other Ship or Veſſel wherein the ſaid, &c. aforeſaid. (A Covenant that the Ship ſhall return from her Voyage within thirty Months to be accompted, and then the Money to be paid.) *In Witneſs*, &c.

Merchant:

Merchants Affairs.

A Covenant where two Part-owners of a Ship and the Maſter let the ſame for a Voyage to the East-Indies *to the Company from the reſt of the Part-owners to ſave them two harmleſs from Charter-parts and Covenants.*

WHereas In and by one Charterparty indented bearing date the 17th day of this preſent Month o *J.* made between *J. D.* of *L.* Alderman, and *T. D.* of *L* Merchant, Part-owners of the good Ship called the *A.* o *London*, Burden three hundred Tuns or thereabouts, no Riding at an Anchor in the River of *Thames*, and Captai *A. B.* Marriner and Maſter of the ſaid Ship of the one part and the Governour and Company of Merchants of *Lo don*, Trading into the *Eaſt-Indies* of the other part, the ſai Ship is letten and taken to Freight by the ſaid Company fo a Voyage to the *Eaſt-Indies*. And Whereas there are con tained and mentioned in the ſaid Charterparty ſundry Co venants, Clauſes and Agreements on the parts and behalf of the ſaid Part-owners and Maſter to be performed an done, fulfilled and kept, As in and by the ſame Charter party may appear. Now we the reſt of the Part-owner of the ſaid Ship, who have hereunto put our Hands an Seals, Do every one of us ſeverally for his own part, an not jointly and for his ſeveral Executors and Adminiſtra tors reſpectively and not one for the other, Covenant, pro miſe, grant and agree to and with the ſaid *J. D.* and *T. D* and to and with each of them their and each of their Ex cutors, Adminiſtrators and Aſſigns by theſe Preſents, Th he, his Executors and Adminiſtrators ſhall and will fro tim

me to time and at all times hereafter according to his ſeve-
l and reſpective part, ſhare and intereſt of and in the ſaid
hip ſave, defend, keep harmleſs and indempnified the ſaid
D. and *T. D.* and each of them their, and each of their
xecutors, Adminiſtrators and Aſſigns againſt the ſaid *Eaſt-*
dia Company and their Succeſſors and againſt all other
erſons whatſoever concerning the ſaid Charterparty and
oyage aforeſaid, and the Covenants and Agreements there-
contained, and of and from all Actions, Suits, Coſts,
amages and Demands concerning the ſame, Witneſs our
ands thereunto put, &c.

Conditions

Conditions.

A Condition of a Maſter of a Ship Affraited by the Eaſt-India *Company to ſave harmleſs the Owner againſt breach of Covenants in the Charterparty and performing the Covenants therein.*

THE CONDITION, &c. That if the above bound *A. B.* his Executors and Adminiſtrators and every of them Do and ſhall well and truly hold, obſerve, perform, fulfil and keep all and ſingular the Covenants, Grants, Articles Clauſes and Agreements whatſoever, which on his and their Parts ſeverally, or on the part of him the ſaid *A. B.* jointly with the above named *C. D.* their Executors and Adminiſtrators are or ought to be holden, obſerved, performed, fulfilled and kept, ſpecified and contained in one pair of Indentures of Charterparty, bearing date, &c. made between the ſaid *C. D.* &c. Part-owner of the good Ship called the *M.* of *London* and the ſaid *A. B.* Maſter of the ſaid Ship of the one part, and the Governour and Company of Merchants of *L.* Trading to the *Eaſt-Indies* on the other part, whereby the ſaid Ship is letten and hired to Freight for a Voyage with her to be made to and from the *Eaſt-Indies* as therein is expreſſed, and that, in and by all things according to the purport, intent and true meaning of the ſaid Indentures. And alſo if he the ſaid *A. B.* his Executors and Adminiſtrators or ſome or one of them Do and ſhall from time to time and at all times hereafter at his and their own proper Coſts and Charges clearly acquit diſcharge, ſave harmleſs and keep indempnified as well the ſaid *C. D.* and all the reſt of the Part-owners of the ſaid Ship, and every of them their and every of their Executors and Adminiſtrators, as alſo the ſaid Ship, the Freight Tackle

Tackle, Boat and Apparel of the ſame and of every part hereof; and of and from all Actions, Suits, Arreſts, Claims, Challenges, Mulcts, Penalties, Loſſes, Damages and Demands that ſhall or may be had, incurred or ſuſtained by reaſon or means of any breach to be committed or ſuffered by the ſaid *A. B.* of the Covenants and Agreements of the ſaid Indentures of Charterparty, or any of them; or for or by reaſon or means of any other Act, Neglect, Default, Thing or Things to be made, done, committed or ſuffered by him the ſaid *A. B.* or by the Marriners and Company of the ſaid Ship, or any of them, or by any other Perſon or Perſons in or with the ſaid Ship in or during the ſaid Voyage or before the end thereof, if the ſaid *A. B.* ſhall live ſo long or during ſuch part of the term of the ſaid Voyage as he ſhall live, Then, &c.

A Condition of a Bond of Bottomry.

WHereas the above named *E. D.* at the requeſt of the above named *D. D.* Chief Maſter of the Good Ship or Veſſel called the *G.* of *L.* now Riding at an Anchor in the River of *Thames*, whereof Captain *W. W.* Marriner is Commander, hath at and before the Sealing hereof paid unto him the ſaid *D. D.* the Sum of, &c. of lawful Money of *England*, To be adventured with him upon the Hull or Body of the ſaid Ship in his now intended Voyage to *B.* in the *Eaſt-Indies*, and from thence to *C.* and ſo back to this Port of the City of *London* to end her ſaid intended Voyage, The receipt of which ſaid Sum of &c. the ſaid *D. D.* Doth hereby acknowledge accordingly, and the ſaid *E. D.* for the conſideration hereafter mentioned, is contented to bear the hazard and adventure thereof until the return and arrival of the ſaid Ship from her intended Voyage into this Port of *London* and no longer. And the ſaid *D. D.* for himſelf, his Executors and Adminiſtrators and every of them hath promiſed and agreed in con-

conſideration thereof in caſe the ſaid Ship ſhall arrive as aforeſaid within twenty Months (accounting thirty days to a Month) from the date hereof to be accounted to pay unto the ſaid *E. D.* or his Aſſigns upon any ſuch arrival the Sum, &c. of Lawful Money of *England*, And in caſe no ſuch arrival ſhall be made within the ſaid twenty Months but the ſame ſhall be made at any time after within ten Months accounting the Months as aforeſaid. Then to pay unto the ſaid *E. D.* or his Aſſigns upon any ſuch arrival the Sum of, &c. together with, &c. of like Money *per* Month for each ſeveral Month the ſaid Ship ſhall continue longer out upon the ſaid Voyage than the ſaid firſt twenty Months, not exceeding thirty Months in the whole, and in caſe no ſuch arrival ſhall be made within the ſaid thirty Months from the date hereof to be accompted, and the ſaid Ship ſhall not at the end of the ſaid thirty Months be juſtly proved by the ſaid *D. D.* his Executors, Adminiſtrators and Aſſigns to be then before caſt away, then in that caſe to pay the ſaid *E. D.* or his Aſſigns the full Sum of, &c. of Lawful Money of *England* at the end and expiration of the ſaid thirty Months without fraud or further delay. Now the Condition of this Obligation is ſuch, That if the ſaid *D. D.* his Executors or Adminiſtrators ſhall well and truly pay, obſerve, perform fulfill and keep all and ſingular the Payments, Sum and Sums of Money, Covenants, Promiſes and Agreements which on his or their parts and behalfs are or ought to be paid, kept, done and performed, And that in and by all things according to the true intent and meaning above expreſſed, Then this Obligation to be void, &c.

A Condition to ſave a Tenant harmleſs for attorning Tenant, and paying his Rent to the Obligor.

WHereas the abobe named *E. B.* holdeth by Leaſe a Meſſuage or Tenement with the Appurtenances ſituate and being, &c. or a certain term and ent mentioned in one pair of Indentures bearing date, c. Made between *A. B.* of, &c. and *M.* his Wife of the e part, and the ſaid *E. B.* and *W. H.* of, &c. on the other rt, as by the ſame Indentures may more at large appear. nd Whereas there is ſome difference and controverſie tween the above bound *W. S.* and one *R. B.* of, &c. ephew of the ſaid *R. B.* concerning the title of the eſſuage or Tenement aforeſaid, and thereupon both of em, the ſaid *W. T.* and *R. B.* have ſeveral Claims to the ent reſerved upon the ſaid Leaſe: And Whereas at e requeſt of the ſaid *W. S.* the ſaid *D. B.* hath attorned enant unto the ſaid *W. S.* and paid unto him the Arrs of Rent due for the Meſſuage or Tenement and Preiſſes aforeſaid. Now the Condition of this Obligation ſuch that if the ſaid *W. S.* his Executors, Adminiſtrars or Aſſigns, or ſome of them ſhall from time to time d at all times hereafter at his and their own proper coſts d charges, upon reaſonable requeſt therefore to be made fficiently ſave and keep harmleſs and indempnified the d *D. B.* his Executors and Adminiſtrators Goods and attles and every of them againſt the ſaid *R. B.* his Exetors, Adminiſtrators or Aſſigns and againſt all other perns whatſoever of and for all ſuch Rent and Rents and rears of Rent as the ſaid *E. D.* his Executors, Adminiators or Aſſigns hath paid or ſhall hereafter pay to the d *W. S.* his Executors, Adminiſtrators or Aſſigns for the eſſuage or Tenement and Premiſſes aforeſaid, and of and from

from all Suits, Troubles, Losses, Damages, Distresses and Demands whatsoever touching or concerning the same *Then, &c.*

A Condition to perform Covenants upon Mortgage.

THE Condition, &c. That if the above bound *E. B.* and *E.* his Wife or either of them their or either of their Executors, Administrators and Assigns do and shall well and truly pay, observe, perform, fulfill and keep all and singular the Covenants, Grants, Payments, Clauses, Provisoes, Conditions, and Agreements whatsoever, which on the parts and behalfs of the said *E B.* and *E.* his Wife or on the part and behalf of either of them, their or either of their Heirs, Executors, Administrators or Assigns or any of them, are or ought to be paid, observed, performed, fulfilled and kept comprised or mentioned in and by one Indenture of Lease or Deed of Mortgage bearing even date with these Presents made or expressed to be made between the above named *E. B.* and *B.* his Wife of the one part, and the said *H. P.* of the other part, and that in and by all things according to the true intent and meaning of the same Indenture or Deed Indented, *That then*, &c.

A Condition that an Apprentice shall faithfully serve her Mistris without absenting her self or imbezilling her Goods.

WHereas *M. M.* Daughter of the above bound *T.* hath by Indenture of the date hereof put herself Apprentice unto the above named *L. M.* to learn the Art of, &c. and to serve from the day of the date hereof for and during the space of, &c. in such manner as in the said Indenture is mentioned without absenting her self from the service of her said Mistris at any time in the

time unlawfully, as by the ſaid recited Indenture may more at large appear. Now the Condition of this Obligation is ſuch that if the ſaid *M. M.* the Apprentice do and ſhall well and faithfully ſerve and obey her ſaid Miſtris or her Aſſigns for and during the term aforeſaid in ſuch manner as in the ſaid Indenture is mentioned without abſenting her ſelf from her ſaid Miſtriſs ſervice at any time in the day time, unlawfully making away any of the Money, Goods, Chattels, Wares or Merchandizes of the ſaid *L.M.* or her Aſſigns according to the tenor, effect and true meaning of the ſaid Indenture. And alſo if the ſaid *T. M.* her Executors, Adminiſtrators or Aſſigns do and ſhall provide for and find unto the ſaid *M. M.* the Apprentice Meat, Drink, Apparel of all ſorts, Lodging and Waſhing, and other Neceſſaries fit and decent for her during the ſaid term, and thereof and therefrom do and ſhall from time to time and at all times hereafter ſave, defend, keep harmleſs and indempnified the ſaid *L. M.* her Executors, Adminiſtrators and Aſſigns and every of them. Then this, &c.

A Counter-Bond to ſave harmleſs A. B. *from a Bond to perform Condition entred into by him to* W. Y.

The Condition, &c. That Whereas the above named *A. B.* at the requeſt and for the only Debt and Cauſe of the above bound *W. Y.* by an Obligation of the date hereof, ſtands in bound with him the ſaid *W. Y.* his Heirs, Executors, Adminiſtrators and Aſſigns to *R. C.* of, &c. in the penal ſum of, &c. with Condition there under written to the effect following (that is to ſay) That if the ſaid *W. Y.* his Heirs, Executors, Adminiſtrators and Aſſigns do and ſhall well and truly pay, obſerve, perform, fulfill and keep all and ſingular the Payments, Covenants, Grants, Clauſes, Proviſoes, Conditions and Agreements whatſoever, which on the part and behalf of the ſaid *W. Y.*

his Heirs, Executors, Adminiſtrators and Aſſigns or any of them, are or ought to be paid, obſerved, performed, fulfilled and kept comprized and mentioned in an by one Indenture or Deed indented tripartite of the date hereof made between the ſaid *W. Y.* of the firſt paſt, &c. and that in and by all things according to the true intent and meaning of the ſaid Indenture or Deed indented, then the ſaid Obligation to be void and of no effect, or elſe to ſtand and remain in full force and vertue (as by the ſaid recited Obligation and Condition appeareth.) Now if ſo be therefore that the ſaid *W. Y.* his Heirs, Executors, Adminiſtrators and Aſſigns Do and ſhall from time to time and at all times hereafter well and truly obſerve, perform, fulfill and keep the Condition of the ſaid recited Obligation in all things according to the true intent and meaning thereof, and of the ſaid Indenture or Deed indented, and of and from the ſame Obligation and penalty thereof, and all Actions, Suits, Coſts, Charges, Damages and Demands for and concerning the ſame, and do and ſhall at all times hereafter ſave, defend, keep harmleſs and indempnified the ſaid *A. B.* his Heirs, Executors, Adminiſtrators and Aſſigns, and all and every his and their Lands, Tenements, Goods and Chattels, and every of them. Then this Obligation to be void, &c.

A Con-

A Condition to pay a Journey-Man wages, and find him Dyet, Waſhing and Lodging.

The Condition of this, &c. That **Whereas** the above bound *J. C.* hath hired the above named *R. W.* to dwell with and ſerve him the ſaid *J. C.* in the Trade and Calling of, &c. in his now Dwelling-houſe in, &c. for and during the term of, &c. from, &c. for and at the Wages, &c. to be paid in the, &c. with Diet, Lodging and Waſhing, during the ſaid term of, &c. if therefore the ſaid *J. C.* his Executorr, Adminiſtrators or Aſſigns ſhall truly pay or cauſe to be paid to *R W.* the ſaid Sum of, &c. at the days of Payment aforeſaid by equal Portions during the ſame term, and alſo ſhall find, provide and allow to him the ſaid *R. W.* ſufficient Dyet, Waſhing and Lodging during the ſaid term. Then this Obligation to be void and of no effect, or elſe the ſame to ſtand in full force and vertue, &c.

A Condition for Surrender of Lands.

Whereas the above named *A. B.* hath the day and year above written ſurrendred into the Hands of the Lord of the Mannor of *C.* in the County of *D.* according to the Cuſtom of the ſame Mannor, two Cloſes or Parcels of Cuſtomary Lands containing together Sixteen Acres, be the ſame more or leſs: called *W.* and *R.* Mead, lying and being in *R.* within the ſaid Mannor, to the uſe and behoof of the above named *T. F.* and of his Heirs and Aſſigns for ever, upon condition to be void, if the ſaid *A. B.* ſhall pay unto the ſaid *T. F.* his Executors and Adminiſtrators the Sum of Ten Pounds ten ſhillings on the tenth day of *January* next enſuing the date above written. **Now** the Condition of the above written Obligation is ſuch that if the ſaid *A. B.* have not made any

further ſurrender now in force, of the ſaid Cloſes or Parcels of Land to any other perſon or perſons, or to the uſe of any other perſon or perſons whatſoever, and that he the ſaid *A. B.* his Heirs or Aſſigns ſhall pay or cauſe to be paid unto the ſaid *T. F.* his Executors and Adminiſtrators the Sum of 102 *li.* 10 *s.* of Lawful Money of *England* on the ſaid tenth day of *J.* next enſuing the date above written. Then as well the ſaid Surrender as the Obligation above written ſhall be void and of none effect, or elſe to ſtand in full force and vertue.

Sealed, &c.

A Condition to pay a Sum of Money, and the Obligor to give account of the Profits of the Trade for which the Money was lent.

THe Condition of this Obligation is ſuch, That whereas the above named *J. D.* hath lent to the above named *S. L.* the full and juſt Sum of one hundred Pounds of, &c. to be by him imployed in his Trade and way of Dealing; if therefore the ſaid *S. L.* his Executors or Adminiſtrators, or any of them do or ſhall well and truly pay or cauſe to be paid unto the ſaid *J. D.* his Executors or Adminiſtrators, or any of them the full and juſt Sum of 100 *li.* of, &c. on the firſt day of *March* next enſuing the date of theſe Preſents at or in the Common Dining-Hall of *Grays-Inn* in the County of *Middleſex*; and alſo if the ſaid *S. L.* his Executors or Adminiſtrators, or any of them do and ſhall from time to time and at all times hereafter give and deliver unto the ſaid *J. D.* or his certain Attorney, demanding the ſame, a juſt and true accompt of all ſuch gain and profit, as he or they ſhall fortune to make by the Imployment of the ſaid Sum of, &c. and pay one full Moiety thereof unto the ſaid *J. D.* or his certain Attorney, Executors or Adminiſtrators without any deduction of his Charges in the managing and Imployment

of the ſaid Sum, the ſaid account to be adjuſted and proved by the Oath of the ſaid *S.* to be taken before a Maſter in *Chancery* in caſe the ſaid *J. D.* ſhall require the ſame; that then this preſent Obligation to be void and of none Effect, But in caſe any default ſhall be made in Payment of the ſaid Sum of 100 *li.* or in giving the ſaid Account and Payment, (the Moiety of the ſaid Gain and Profit to be made as aforeſaid) that then in any of the ſaid caſes the ſame to ſtand and be in force and vertue.

Sealed, &c.

A Condition to pay a Summ of Money Quarterly.

The Condition of this Obligation is ſuch, That if the above bounden *J. A.* ſhall well and truly pay or cauſe to be paid unto the above named *A. J.* the Sum of, &c. of Lawful Money of *England*, in manner following: That is to ſay Seventeen Shillings thereof on the Twenty-fifth day of *Dec.* now next coming: Seventeen Shillings more thereof on the Twenty fifth day of *March* then next following: Seventeen Shillings more hereof on the Twentyfourth day of *June* then next enſuing: and the other Seventeen Shillings reſidue thereof on the Nine and twentieth day of *September* then next after without making default in any of the ſaid Payments: Then this Obgation to be void, and of none effect; But if default be made in Payment of the ſaid Sum, &c. or any part thereof in part or in all contrary to the form aforeſaid then to ſtand in full force and vertue.

A Condition from two to one for payment of Money.

The Condition of this Obligation is such, That if the above bounden *J. L.* and *E. S.* or either of them, their or either of their Executors, Administrators or Assigns, or any of them shall well and truly pay or cause to be paid unto the above named *C. D.* his Executors, Administrators and Assigns the full, whole and just Sum of, &c. of Lawful Money of *England*, on the, &c. day of, &c. next ensuing the date hereof above written at or within the now Dwelling-house of the said *C. D.* situate and being in, &c. Then this present Obligation to be void and of none effect, or else to stand and abide in full force and vertue in the Law.

A Condition from three to one for payment of Money.

The Condition, &c. is such, That if the above bounden *A. B. C. D. E. F.* their or any of their Executors, Administrators or Assigns, or any of them shall well and truly pay or cause to be paid unto the above named *G. H.* his Executors, Administrators and Assigns the full, whole and just Sum of, &c. of Lawful Money of *England*, on the day of, &c. next ensuing the date above written, at or within the now Dwelling-house of the said *J. H.* situate and being in, &c. Then this present Obligation to be void and of none effect, or else to stand and abide in full force and vertue in the Law.

A Con-

A Condition to pay Money upon Demand with Intereſt.

The Condition of this Obligation is ſuch, That if the above bound *R. S.* his Executors, Adminiſtrators or Aſſigns, or any of them ſhall well and truly pay, or cauſe to be paid unto the above named *E. H.* his Executors, Adminiſtrators or Aſſigns the Sum of 150 *li.* of Lawful Money of *England*, upon Demand, together with Intereſt for the forbearance of the ſame after the rate of Six *per Centum*, or in the Hundred *per Annum* for ſo long time as the ſame ſhall remain in the hands of the ſaid *R. S.* his Executors or Adminiſtrators: Then this preſent Obligation to be void, or elſe the ſame to be in full force, &c.

A Condition of a Counter-Bond.

The Condition, &c. That **Whereas** the above named *A. B.* at the requeſt and for the Debt of the above bounden *E. D.* together with him the ſaid *C. D.* and *E. F.* &c. in and by one Obligation bearing date the day of the date above written is become bound unto *H. J.* &c. in the Sum and penalty of, &c. Conditioned for payment of the Sum of, &c. of like Money on the, &c. next enſuing the date above written at or within the now Dwelling-houſe of, &c. as in and by the ſaid recited Obligation and Condition more at large appeareth; if therefore the ſaid *E. D.* his Executors, Adminiſtrators or Aſſigns ſhall well and truly pay or cauſe to be paid unto the ſaid *H. J.* his Executors, Adminiſtrators or Aſſigns the ſaid Sum of, &c. at the place and on the day of payment thereof above mentioned according to the true intent and meaning of the ſaid recited Obligation and Condition, and alſo ſhall from time to time and at all times hereafter at his and their own

proper Coſts and Charges clearly acquit and diſcharge or otherwiſe well and ſufficiently ſave and keep harmleſs and indempnified the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, and his and their Lands, Tenements, Goods and Chattels, and every of them againſt the ſaid *H. J.* his Executors, Adminiſtrators and Aſſigns, and all other perſons whatſoever, of, for and from the ſaid recited Obligatigation, Condition and Sums of Money therein ſeverally mentioned and of and from all lawful Actions, Suits, Coſts, Troubles, Charges, Expences, Damages and Demands whatſoever touching or by reaſon of the ſame. Then this preſent Obligation to be void and of none effect, or elſe the ſame to ſtand in full force and vertue in the Law.

A Condition to perform Covenants.

THe Condition, &c. That if the above bounden *A. B.* his Executors, Adminiſtrators and Aſſigns and every of them ſhall well and truly hold, pay or perform, fulfill and keep all and ſingular the Rents, Covenants, Grants, Articles, Sum and Sums of Money, Payments and Agreements reſerved, mentioned and contained in one pair of Indentures of Leaſe, bearing date the day of the date above written; made or mentioned to be made between the above named *C. D.* on the one part and the ſaid *A. B.* on the other part, which on the part and behalf of the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, and every or any of them are or ought to be hold, paid, kept, and performed, and that in and by all things according to the tenor, effect and true meaning of the ſame Indenture. That then this preſent Obligation to be void and of none effect, or elſe the ſame to ſtand in force and vertue.

A

A Condition of a Bond of Adventure.

WHereas the above named *William Moger* at the requeſt of the above bound *Abraham Dawes* hath Paid unto him the Sum of Three hundred Pound of Lawful, &c. and is contented for the Conditions hereafter mentioned to bear the Hazard and Adventure thereof in the good Ship called the *Anne* of *London*, whereof the ſaid *A. B.* is Commander now bound out upon a Voyage for *Bantam* in the *Eaſt-Indies* in the Service of the Honourable the Governour and Company of Merchants of *London*, Trading into the *Eaſt-Indies*, and from thence back to this Port to end her ſaid intended Voyage. **Now the Condition of this Obligation is ſuch**, That if the ſaid Ship ſhall forthwith proceed in her ſaid Voyage as aforeſaid and not deviate therefrom, and alſo if the ſaid *Abraham Dawes* his Executors, Adminiſtrators or Aſſigns, or any of them ſhall in conſideration of the Premiſſes well and truly pay, or cauſe to be paid unto the ſaid *William Moger* his Executors, Adminiſtrators and Aſſigns the full Sum of Four hundred Pounds of like Money within thirty days next after the ſaid Ships firſt and next arrival in the River of *Thames* from her ſaid intended Voyage, and that without fraud or further delay: That then this preſent Obligation to be void and of none effect, or elſe the ſame to remain in full force and vertue in the Law.

Another

Another Condition of Adventure.

WHereas the abobe named *George Day* hath the day of the date above written ſold and delivered unto the above bound *Ralph Hodgkin*, one Diamond Ring, a piece of Silk, and is contented and agreed for and upon the conſiderations hereafter mentioned to bear the hazard and adventure of the value thereof in and upon the Good Ship or Veſſel called the *Golden Fleece* of *London* now out at Sea upon a Voyage from the *Eaſt-Indies* to this Port of *London*. During the ſaid Voyage of which Ship *John Partis* now is or late was Commander. **Now the Condition of this Obligation is ſuch**, That if the ſaid *Ralph Hodgkin* his Executors, Adminiſtrators or Aſſigns, or any of them ſhall in conſideration of the Premiſſes well and truly pay or cauſe to be paid unto the ſaid *George Day* his Executors, Adminiſtrators and Aſſigns the Sum of 83 *li.* of Lawful Money of *England* within twenty days after the ſaid Ships firſt arrival from the *Eaſt-Indies* as aforeſaid into the River of *Thames* from her ſaid intended Voyage, without fraud or further delay. Then this Obligation, &c.

A Condition for a Churchwarden to give account of all Stock, &c. in his Cuſtody.

THe **Condition of this Obligation is ſuch**, That **Whereas** the above bound *J. B.* is lately Elected and choſen Churchwarden of the Pariſh Church of St. *Bartholomew*, by reaſon whereof he hath received and is to receive divers Goods, Things and Church-Ornaments belonging to the Pariſh Church aforeſaid. And alſo hath received and is to receive ſeveral Sums of Money due and

appe

ppertaining to the Pariſhioners and Pariſh Church afore-
aid. If therefore the ſaid *J. B.* his Executors, Admini-
rators or Aſſigns on or before the tenth day of *May*,
hich ſhall be, &c. 17 &c. or within thirty days next
nſuing the death of the ſaid *J. B.* or his removal to dwell
ut of the ſaid Pariſh, in caſe he ſhall die or ſo remove be-
ore the ſaid tenth day of *May* in the ſaid year, &c. at
hich of the ſaid prelimited times ſhall firſt and next hap-
en, do and ſhall not only make and deliver up unto ſuch
uditors as ſhall be then choſen and appointed for that
urpoſe to and for the uſe of the ſaid Pariſh and Pariſhi-
ners a full, true, plain and perfect account and reckoning
n writing of all ſuch Stock, Moneys, Goods, Plate,
hurch-Ornaments and other things of and belonging to
he ſaid Pariſh, which are now delivered, or which ſhall
ereafter come to his or their hands, or are or ſhall be by
im or them received; But alſo ſhall make true payment
nd delivery to the ſaid Auditors for the uſe of the ſaid
ariſh all ſuch of the ſaid Stock, Moneys, Goods, Plate,
r whatſoever elſe as upon the foot of the ſaid Accompt
hall appear to have come and been received and to be
eſting in the Hands, and diſpoſal of him the ſaid *J. B.*
is Executors or Adminiſtrators, and not by him or them
eceſſarily diſburſed or laid out for the uſe and occaſion of
he ſaid Pariſh and Pariſhioners: Then, &c.

A Con-

A Condition to ſtand to the Award of Arbitrators.

The Condition of this Obligation is ſuch, That if the above bound *T. W.* his Executors and Adminiſtrators and every of them ſhall for his and their parts in and by all things ſtand to, obey, abide, perform, fulfil and keep the Award, Arbitrament, Order, final end, determination, and judgment of *N. W.* of, &c. and *O. W.* of &c. being Arbitrators indifferently named, elected and choſen, as well on the part and behalf of the ſaid *T. W.* as on the part and behalf of the above named *G. R.* to award, arbitrate, order, judge, end and determine of, for upon and concerning all and all manner of Actions, Cauſe and Cauſes of Actions, Suits, Debts, Accompts, Reckonings, Controverſies, Differences, Claims and Demands whatſoever being or depending between the ſaid parties in Controverſie for or by reaſon of any matter, cauſe or thing whatſoever from the beginning of the World until the day of the date above written. So as the ſame Award Arbitrament, Order, Judgment, final End and Determination of the ſaid Arbitrators, of and upon the Premiſſes be made and given up in writing Indented under both their Hands and Seals ready to be delivered to the ſaid parties in Controverſie on or before the tenth day of *June*, or within &c. Then this preſent Obligation, &c.

A Con

A Condition of a Bond of Arbitrement to ſtand to the Award of Arbitrators, and in their default to ſtand to the Judgment of an Umpire.

The Condition of this Obligation is ſuch, That if the above bound *R. F.* his Executors and Adminiſtrators, and every of them ſhall for his and their parts in and by all things ſtand to, obey, abide, perform, fulfill and keep the Award, Arbitriment, Order, final End, Determination and Judgment of *A. B.* and *C.D.* &c being Arbitrators indifferently named, Elected and choſen as well on the part and behalf of the ſaid *R. F.* as on the part and behalf of the above named *J. C.* to Award, Arbitrate, Order, Judge, End and Determine of, for, upon or concerning all and all manner of Actions, Cauſes of Action, Suits, Debts, Accompts, Reckonings, Controverſies, Differences, Claims and Demands whatſoever had made, moved ſtirred and depending in queſtion or variance between the ſaid *R. F.* and the ſaid *J. C.* for, touching or concerning, &c. ſo as the ſame Award, Arbitrament, Order, Judgment, final End and Determination of the ſaid Arbitrators of and upon the Premiſſes, be made and given up in writing indented under both their Hands and Seals ready to be delivered to the ſaid parties in Controverſie on or before, &c. at or within, &c. **And** if the ſaid Arbitrators of and upon the Premiſſes cannot agree, neither end thereof ſhall make within the time to them therefore above limited, that then if the ſaid *R. F.* his Executors and Adminiſtrators and every of them ſhall for his and their parts in and by all things ſtand to obey, abide, perform, fulfill and keep the Award, Arbitrament, Umpirage of the ſaid *G. F.* of, &c. being an Umpire indifferently named, elected and choſen by the ſaid parties in Controverſie for the ending and determining of the Premiſſes, ſo as the ſame Award, Arbitrament, Umpirage (or thus, of ſuch an Umpire as the ſaid Arbitrators

ſhall

ſhall indifferently name, elect and chuſe for the ending and determining of the Premiſſes ſo as the ſame Award, Arbitrament, Umpirage) and Judgment of the ſaid Umpire of and upon the Premiſſes be made and Given up in writing under his Hand and Seal ready to be delivered to the ſaid parties in Controveſie on or before, &c. at or within, &c. Then, &c.

A Condition of an Obligation for the truth of an Apprentice turned over.

WHereas *J. B.* Son of *R. B.* of, &c. hath by his Indenture of Apprentiſhip bearing date, &c. put himſelf Apprentice to *W. F.* of, &c. to learn his Art and with him after the manner of an Apprentice to ſerve from the day of the date of the ſaid Indenture until the full end and term of ſeven years from thence next enſuing fully to be compleated and ended, as in and by the ſaid recited Indentures more at large it doth and may appear. And **Whereas** the ſaid *J. B.* the Apprentice is ſince the Sealing of the ſaid Indentures according to the Cuſtom of the ſaid City lawfully turned over unto the above named *T. L.* with him to dwell and ſerve for and during the remainder of the ſaid term of ſeven years now to come and unexpired as on the back of the ſaid Indenture may alſo appear. **Now the Condition of this Obligation is ſuch** That if the ſaid *J. B.* ſhall at any time or times hereafter during the remainder of the term of ſeven years imbeſle purloyn, wilfully waſte, miſſpend or carry away any of the Goods, Wares, Moneys or Eſtate of the ſaid *T. L.* his Maſter, or of any other perſon or perſons whatſoever wherewith his ſaid Maſter can, ſhall or may be intruſted charged or chargeable, Then if the above bound *W. F.* his Executors, Adminiſtrators or Aſſigns ſhall from time to time and at all times as often as the caſe ſo happens during the now remainder of the term of ſeven years well and truly recompence, ſatisfie and pay, or cauſe to be recompenced

enced, ſatisfied and payed unto the ſaid *T. L.* his Execu-
ors, Adminiſtrators or Aſſigns the full value of ſuch
oods, Wares, Money, or other Eſtate as the ſaid *J. B.*
all at any time during the remainder of ſeven years im-
elle, purloyn, wilfully waſte, miſspend or carry away as
oreſaid. And that always within two Months next after
ue and certain notice or warning thereof ſhall be given
left in writing unto or for the ſaid *W. B.* his Executors
Adminiſtrators, at or within the now Dwelling-houſe,
c. Then this preſent Obligation, &c.

he Condition of an Obligation for Payment of Rent as it ſhall be received by virtue of a Letter of Attorney.

WHereas the above named *M. M.* by her Writing or Letter of Attorney bearing date the
of the date above written, Hath made, conſtituted
appointed the above bound *J. G.* her lawful Attorney
Aſſignee to demand, recover and receive in the name
to the uſe of the ſaid *M. M.* by all lawful ways and
ans whatſoever whom it doth or ſhall concern all ſuch
nts and Arrearages of Rents and Sums of Money as
due and payable or hereafter ſhall grow due or payable
o the ſaid *M. M.* for all and every her Meſſuages, &c.
ate, &c. with ſuch further power and authorities as
needful or convenient for the recovering and receiving
the Premiſſes as in and by the ſaid Letter of Attorney
re at large it doth and may appear. **Now the Condi-
n of this Obligation is ſuch**, That if the ſaid *J. G.* his
cutors, Adminiſtrators or Aſſigns, or ſome of them ſhall
m time to time and at all times hereafter upon reaſona-
requeſt well and truly pay or cauſe to be paid unto the
M. M. her Executors, Adminiſtrators or Aſſigns, or to
other perſon or perſons as ſhe the ſaid *M. M.* ſhall
m time to time under her hand direct and appoint all

ſuch

ſuch Rents and Arrearages of Rents and Sums of Mone as the ſaid *J. G.* ſhall receive by vertue of the ſaid Letter Attorney, powers and authorities aforeſaid of, for or reſpect of the Meſſuages, Lands, Tenements, and Her ditaments aforeſaid, or any of them, deducting thereout t Sum of ten Pounds *per Ann. viz.* 50 *s.* for every Quarter f his care and pains about the receiving of the Premiſſes, a alſo deducting ſuch reaſonable and neceſſary Expences he ſhall be at, in or about the recovering and receiving t ſame; That then, &c.

A Condition to ſave harmleſs Executors for a Lega of the Daughter received by the Mother, duri the Minority of the Daughter.

WHereas *A. S.* late of, &c. deceaſed did in by her laſt Will and Teſtament amongſt ot things give and bequeath unto *W. O.* Daughter of *G* deceaſed, and of the above bound *W. O.* the Sum of, and made and ordained the above named *M. J.* ſole Exe tor of her ſaid Will. And **Whereas** the ſaid *M. J.* h before the Enſealing hereof paid unto the ſaid *W. O.* Mother the ſaid Legacy or Sum of, &c. for the uſe of ſaid Daughter *W.* being an Infant, the receipt whereof ſaid *W.* the Mother doth hereby acknowledge accordin **Now the Condition of this Obligation is ſuch,** Tha the ſaid *W. O.* the Mother and the above bound *O. P. W. M.* or any of them, their or any of their Executors, miniſtrators or Aſſigns ſhall well and truly pay or cau be paid unto the ſaid *W. O.* the Daughter when ſhe attain to the age of one and twenty years, or be marri or to the Executors or Adminiſtrators of the ſaid *W. O* Daughter, if ſhe ſhall die before ſhe ſhall attain to that or be married, which firſt ſhall happen, the ſaid Sum &c. And ſhall alſo within one Month next after the

W. O. the Daughter ſhall attain to her ſaid age or be married, which firſt ſhall happen, cauſe and procure the ſaid *W.* the Daughter and the Husband, which ſhall ſo marry with her; or their Executors or Adminiſtrators (as the caſe ſhall require) to make, ſeal and deliver unto the ſaid *M. J.* his Executors and Adminiſtrators a good and ſufficient Acquittance, Releaſe and diſcharge of and for the ſaid Legacy or Sum of, &c. And alſo if the ſaid *W. O.* the Mother, *T. P. W. M.* or any of them, their or any of their Executors or Adminiſtrators from time to time and at all times hereafter at their or ſome of their own proper coſts and charges, ſave and keep harmleſs and indempnified the ſaid *M. J.* his Executors and Adminiſtrators againſt the ſaid *W.* the Daughter her Executors and Adminiſtrators, and all other perſons whatſoever of and for the ſaid Sum or Legacy of, &c. ſo given or bequeathed to her the ſaid *W.* the Daughter as aforeſaid. And of and from all Actions, Suits, Expences, Coſts, Troubles, Damages and Demands whatſoever, for touching and concerning the ſame: Then this preſent Obligation, &c.

A Condition for levying a Fine.

THE CONDITION, &c. That if the above bound *J. G.* and *A.* his Wife in part of performance of certain Covenants and Agreements contained and mentioned in one pair of Indentures bearing date the day of the date above written made or mentioned to be made between the ſaid *J. G.* of the one part, and the above named *E. M.* and *J. S.* on the other part, ſhall within one year next enſuing the date above written in due and lawful manner acknowledge and levy unto the above named *E. M.* and *J. S.* and to the Heirs of one of them before the Juſtices of his Majeſties Court of Common Pleas at *Weſtminſter* (according to the form of the Statute in that caſe made and pro-

ided) one Fine with Proclamations, *Sur conuzace de droit come eeo, &c.* of all thoſe two Meſſuages with the Appurtenances ſituate, &c. now in the ſeveral Occupations of, &c. And of other the Premiſſes in the ſaid Indentures mentioned by ſuch name and names, and in ſuch manner and form as by the ſaid *E M.* and *J. S.* or their Councel Learned in the Law ſhall be reaſonably deviſed and required; to the uſe and behoof of the ſaid *E. M.* and *J. L.* their Executors and Aſſigns for ever: Then &c.

A Condition for Performance of a certain pair of Articles.

THE Condition, &c. That if the above bound *W. M.* and *W. M.* ſeverally and their ſeveral Executors, Adminiſtrators and Aſſigns do and ſhall from time to time and at all times hereafter well and truly obſerve, perform, pay, fulfil and keep all and every the Covenants, Articles, Clauſes, Payments and Agreements which on the ſeveral parts and behalfs of them the ſaid *W. M.* and *W. M.* and of their ſeveral Executors, Adminiſtrators and Aſſigns are or ought to be obſerved, performed, payed, fulfilled and kept, contained and ſpecified in and by certain Articles of Agreement of the date hereof made between the above bound *W. M.* and *W. M.* of the one part, and the above named *W. M.* of the other part, and that in and by all things according to the true meaning of the ſaid Articles of Agreement: Then, &c.

A Condition for an Apprentice's Truth.

W. H. *of*, &c. *in the County of*, &c. *bound to* R. M. *of*, &c. *in* 1000 li. *dated*, &c.

WHereas *J. H.* Son of *W. H.* late of, &c. Eſq; deceaſed is ſhortly by Indentures of Apprenticehood to become the Apprentice of *H. S.* of, &c. Eſq; &c. and free of the Company of Merchants of, &c. Trading into the Levant Seas for the term of, &c. from the day of the date of the ſaid intended Indentures, and is agreed with the conſent of the ſaid *H. S.* to ſerve, remain and abide with and in the ſervice of the above ſaid *R. M.* during all the ſaid term. **Now the Condition of this Obligation is ſuch,** That if *C. H.* of, &c. in the County of, &c. her Executors, Adminiſtrators or Aſſigns do and ſhall from time to time during all the ſaid term of ſeven years provide, find and allow unto the ſaid *J. H.* ſufficient Apparel and Clothing both Linnen and Woollen. **And** alſo if the ſaid *C. H.* her Executors, Adminiſtrators and Aſſigns ſhall from time to time during the ſaid term within two Months next after requeſt therefore to her or them to be made, or for her or them to be left in writing at or within the now Dwelling-houſe of, &c. well and truly ſatisfie and pay unto the ſaid *R. M.* his Executors or Adminiſtrators in Lawful Money of *England* the full value of all ſuch Money, Goods, Wares or Merchandizes, Bills of Debt or other things whatſoever as he the ſaid *J. H.* ſhall at any time hereafter during the ſaid term of, &c. years, imbeſle, purloin, miſ-ſpend, or unlawfully conſume or carry away of the Goods, Wares, Money or Merchandizes of the ſaid *R. M.* or of any other Perſon or Perſons wherewith the ſaid *R. M.* can, ſhall or may be lawfully charged

or chargeable (the ſame being firſt duly proved by the confeſſion of the ſaid *J. H.* or by ſome other ſufficient teſtimony.) Then this preſent Obligation, &c.

A Condition for payment of a Sum of Money upon Demand, with Intereſt for forbearance.

J. F. *of, &c. bound to* J. F. *of, &c. in* 2000 li.

THE Condition of this Obligation is ſuch, That if the above bound *J. F.* his Executors, Adminiſtrators and Aſſigns, or any of them ſhall well and truly pay or cauſe to be paid unto the above named *J. F.* her Executors, Adminiſtrators or Aſſigns the Sum of 1000 *li.* at or within the now Dwelling-houſe of *H. M.* of, &c. within or at the end of, &c. days next after demand thereof made by the ſaid *J. F.* her Executors, Adminiſtrators or Aſſigns after the, &c. day of, &c. next; together with ſo much more like Money for the Intereſt and forbearance of the ſaid Principal Sum as at and after the rate of, &c. *per Centum per Annum*, (from the ſaid day of, &c. next to be accompted until the laſt of the Payments of the ſaid Principal Sum, the ſame ſhall ariſe and amount unto) Then this, &c.

A Con

A Condition to pay back a ratable part of a Legacy to make good what the Teſtators Eſtate ſhall fall ſhort to ſatisfie Debts.

A. H. *of, to* W. S. *of, &c. in* 500 l. *&c. dated, &c.*

WHereas the above named *W. S.* Executor of the laſt Will and Teſtament of *N H.* late of, &c. deceaſed late Uncle of the above bound *A. H.* who was the ſon of *J. H.* deceaſed, the late Brother of the ſaid *N. H.* deceaſed hath at the requeſt of the ſaid *A.* and the above bound *R. M.* paid unto him the ſaid *A. H.* the Sum of, &c. being his part of the Sum of, &c. Legacy given by the ſaid *N. H.* in and by his ſaid laſt Will and Teſtament in the words hereafter next following (that is to ſay.) *Item*, I give and bequeath to and amongſt the Children of, &c. deceaſed, the Sum of, &c. of Lawful Money of *England*, to be equally divided amongſt them ſhare and ſhare like. **Now the Condition of this Obligation is ſuch,** That in caſe the Eſtate of the ſaid *N. H.* deceaſed ſhall fall ſhort to pay and ſatisfie all the Debts and Legacies and Funeral Charges of the ſaid *N. H.* deceaſed, then the ſaid *A. H.* his Executors, Adminiſtrators or Aſſigns ſhall from time to time and at all times hereafter upon requeſt therefore to be made well and truly repay or cauſe to be repaid unto the ſaid *W. S.* his Executors or Aſſigns out of the ſaid Sum of, &c. ſo by him now received as aforeſaid a ratable proportionable part of what ſhall ſo fall ſhort to pay and ſatisfie as aforeſaid, and all ſuch Sum and Sums of Money as ſhall be from time to time hereafter recovered againſt the ſaid *W. S.* his Executors or Aſſigns as Executor of the ſaid laſt Will and Teſtament of the ſaid *N. H.* for any Debts owing by the ſaid Teſtator in his Life-time (then accompting all the Legacies in the ſaid Will mentioned, and the reſt and reſidue of the ſaid Teſtators Eſtate in and by the

ſaid Will given and bequeathed to the ſaid Executors as a part of the ſaid Teſtators Eſtate to ſatisfie the ſame Debts.) Then, *&c.*

A Condition to ſave harmleſs upon receipt of a Sum of Money for another.

THe Condition, &c. That Whereas the above named *J. M.* hath the day of the date above written paid unto the above bound *P. B.* the Sum of, &c. for the uſe of *P. B.* now or late of, &c. being the full proportion due unto the ſaid *P. B.* for his Lead melted by the late dreadful Fire at *Porters Key London*, and run and intermixed amongſt other Parcels of Lead there lying then belonging to ſundry other Perſons, ſo that the ſame could not be diſtinguiſhed by marks whoſe it was, and in full of all other Lead whatſoever belonging to the ſaid *P. B.* which ever came to the hands of the ſaid *J. M.* and *L B.* his Servant or either of them, the receipt whereof he the ſaid *P. B.* doth acknowledge and he and his Executors, Adminiſtrators and every of them do or ſhall at all times hereafter at his or their own proper Coſts and Charges clearly acquit and diſcharge or otherwiſe well and ſufficiently ſave, defend keep harmleſs and indempnified the ſaid *J. M.* and *R. B.* and every of their and their and each of their Heirs, Executors and Adminiſtrators, Lands, Tenements, Goods and Chattels, and every of them againſt the ſaid *P. B.* and his Creditors, and againſt all other perſon or perſons whatſoever for payment of the ſaid Sum of, &c. to the ſaid *P. B.* as aforeſaid, and of and from all Actions, Suits, Damages Coſts, Charges, Troubles, and Demands whatſoever touching or concerning the ſame or any part thereof, Then &c.

A Condi

A Condition from a Legatee to Executors for the Receipt of a Legacy.

WHereas *W. S* late, &c. did heretofore make his laſt Will and Teſtament and thereby amongſt divers other Legacies and Bequeſts did give, deviſe and bequeath unto his Daughter *A.* the Sum of, &c. Sterling to be paid to her at the time in the ſaid Will mentioned, and of his ſaid laſt Will and Teſtament made the above named *H A.* and *W. S.* Executors, who have proved the ſaid Will, and taken upon them the Execution thereof as by the ſaid Will relation being thereto had may more at large appear. And **Whereas** the ſaid *H. A.* and *W. S* have this day as well at the earneſt requeſt and deſire of the ſaid *A.* at the ſpecial inſtance and requeſt of the above bound *J. L* paid unto the ſaid *A.* the ſaid Legacy of, &c. give unto her by his ſaid Will aforeſaid. **Now the Condition of this Obligation is ſuch,** That if the ſaid *J. P.* his Executors and Adminiſtrators do and ſhall from time to time and all times hereafter well and ſufficiently ſave, defend, keep harmleſs and indempnified the ſaid *H. A.* and *W. S.* and either of them their and either of their Executors and Adminiſtrators, and every of them, and all and every of their or any of their Lands, Tenements, Goods and Chattels, and every of them and the Eſtate of the ſaid *W. S.* his, her and their Heirs, Executor and Adminiſtrators Lands, Tenements, Goods and Chattels, and every of them and the Eſtate of the ſaid *W. S.* deceaſed from and againſt *A.* her Executors, Adminiſtrators and Aſſigns, and all other perſon or perſons whatſoever, for, upon, or by reaſon of the payment of the ſaid Legacy or Sum of, &c. unto the ſaid *A.* as aforeſaid, and of and from all Action, Suits, Coſts, Charges, Damages, Bills in Chancery and the Exchequer, or elſewhere and Demands whatſoever which

ſhe or either or any of them ſhall incur, ſuſtain or be put unto for or by reaſon or touching of the Premiſſes in any wiſe; Then this preſent Obligation to be void and of none effect, or elſe, &c.

A Condition of the Truth of a Merchants Apprentice or Factor.

THE Condition, &c. That Whereas *J. D.* Son of *R. D.* of, &c. in the County of, &c. Gent. as appeareth by his Indenture of Apprentiſhip in that behalf, bearing date the day of the date above written, became the Apprentice of the above named *J. D.* for the term of ſeven years commencing from the Feaſt-day of the Birth of our Lord God laſt paſt before the date of the ſaid Indentures, as thereby more at large appeareth. If therefore the ſaid *J. D.* ſhall at any time or times hereafter during the ſaid term of ſeven years imbezel, purloyn, wilfully waſt, miſ-ſpend, or unlawfully carry away of the Goods, Wares, Merchandizes, or other things of the ſaid *J. D.* or any other perſon or perſons now or hereafter to be in Copartnerſhip with him, or of his, their or any of their Executors or Adminiſtrators, or of any other perſon or perſons wherewith he or they or any of them can, ſhall or may be truſted lawfully charged or chargeable withall: Then if the above bound *R. D.* his Executors or Aſſigns ſhall, as often as cauſe ſhall require, always within three Months next after notice thereof to him his Executors or Aſſigns given, or for them or any of them left in writing at or within, &c. And true proof thereof made either by confeſſion of the ſaid *J. D.* or otherwiſe well and truly pay or cauſe to be paid unto the ſaid *J. D.* his Executors or Aſſigns at or within, &c. in Lawful Money of *England* the full value of all ſuch Sum and Sums of Money, Goods, Wares, Merchandizes, and other things as ſhall be by him the ſaid *J. D.* imbezelled, purloyned, wilfully waſted, miſ-ſpent or unlawfully carried away, and the ſame truly proved

proved as aforeſaid, and alſo if the ſaid *J. D.* ſhall from time to time hereafter during the ſaid term of ſeven years in all reſpects as near as he can perform, fulfil and accompliſh all ſuch lawful buſineſs, directions, Commiſſions, matters and things as he the ſaid *J. D.* ſhall be ordered and directed to do and perform by the ſaid *J. D* or by any other by his order or appointment. And further if the ſaid *J. D.* ſhall at all convenient time and times hereafter during the ſaid term upon the Demand of the ſaid *J. D.* his Executors, Adminiſtrators or Aſſigns therefore to be made, make, give and deliver unto the ſaid *J. D* his Executors, Adminiſtrators, or to ſuch perſon or perſons as he or they ſhall appoint, a true, juſt, plain and perfect accompt and reckoning in writing under his hand of and for all ſuch Goods, Wares, Money and Merchandizes of the ſaid *J. D.* which ſhall not at the time of ſuch Demand to be made, have been before accompted for and cleared together with ready payment and delivery upon every ſuch accompting unto the ſaid *J. D.* his Executors or Aſſigns of all ſuch Goods, Wares, Money and Merchandizes then remaining in his hands, cuſtody or poſſeſſion, and by the ſame Accompt ſhall appear to be due coming, belonging or appertaining to the ſaid *J. D.* his Executors or Partners, Aſſigns or any of them. Then, &c.

A Condition from a Merchant's Apprentice for his Truth being ſent by his Maſter as his Factor beyond Sea.

Whereas the above named *J. G.* hath at the ſpecial deſire and requeſt of the above bound *R. W.* and of the above bound *T. W.* the Apprentice of the ſaid *G. G.* preferred the ſaid *T. W.* as his Factor or Servant to ſerve him at *Meſſina* and other parts and places beyond the Seas. **Now the Condition of this Obligation is ſuch,** That if the ſaid *T. W.* ſhall from time to time during his imployment abroad in the ſervice of the ſaid *J. G.* and afterwards when-

whenſoever he ſhall be thereunto required by the ſaid *J. G.* his Executors, Adminiſtrators, Agents or Aſſigns, make and give unto him or them true, plain and perfect accompt and reckoning in writing, of, for and concerning all and every ſuch Goods, Merchandizes, Moneys, Bills of Exchange, and other things whatſoever, which ſhall at any time or times hereafter be conſigned or ſent unto him the ſaid *T. W.* by or from the ſaid *J. G.* his Executors, Agents or Aſſigns, and of and for all and every the return, proceed and benefit to be had or gotten for or in reſpect of the ſaid Goods, Moneys, Merchandizes, Bills of Exchange and other things whatſoever for which he the ſaid *T. W.* ſhall or may be charged or anſwerable, or which ſhall come to or be committed to his Charge, Cuſtody or Diſpoſition by or from the ſaid *J. G.* or by or from any other where-with the ſaid *J. G.* his Executors or Adminiſtrators ſhall, can, or may be lawfully charged or chargeable by reaſon of the aforeſaid Imployment in any manner of wiſe during the ſaid term (not then before accompted for and cleared) And ſhall likewiſe well and truly ſend, ſatisfie pay and deliver unto the ſaid *J. G.* his Executors, Adminiſtrators and Aſſigns upon every ſuch Accompt made, all ſuch Money, Goods, Merchandizes and Debts in ſuch nature and quality the ſame ſhall then be and conſiſt as by or upon the ſame Accompt ſhall appear to be due or belonging to the ſaid *J. G.* his Executors or Aſſigns. And further if the ſaid *T. W.* ſhall from time to time during the ſaid Imployment follow the order and directions of the ſaid *J. G.* his Agents and Aſſigns concerning the ſaid bartering, ſale, diſpoſal and proceeds of all and every the Premiſſes. Then this preſent Obligation, &c.

A Cove

A Covenant from the reſt of the Part-owners of a Ship to two of the ſaid Part-owners, where they have lett their Ship to Freight to ſave them two harmleſs for ſo doing, for as much as their reſpective concerns is.

WHereas *N. P.* and *R. H.* at the requeſt of us, whoſe Names are ſubſcribed, and Seals hereunto put being all of us with them the ſaid *N.* and *R.* Part owners of the good Ship called the, &c. of *London*, of the Burden of, &c. or thereabouts, whereof the ſaid *R.H.* is Maſter under God, have entred into and Sealed Articles of Agreement bearing date the, &c. whereby they have lett to Freight the ſaid Ship unto the Governours and Company of Merchants Trading into the *Levant Seas* for a Voyage for *Scanderoon*, and backwards to *London* for and under ſuch Freight, and other Conditions and Agreements as in and by the ſaid Articles of Agreement expreſſed, relation being thereto had, may more fully and at large appear. **Now know ye**, that we the ſaid Part-owners Do every one of us for our own part ſeverally and for our ſeveral Executors, Adminiſtrators and Aſſigns reſpectively and joyntly not one for the other, nor for the others act, covenant and grant to and with the ſaid *N. P.* and *N. H.* their Executors and Adminiſtrators by theſe Preſents, That every one of us the ſaid Part-owners, our Executors, Adminiſtrators and Aſſigns according to our ſeveral and reſpective ſhare, part and proportion in the aforeſaid Ship ſhall and will from time to time and at all times hereafter ſave, defend and keep harmleſs the ſaid *N. P.* and *R. H.* and each of their Executors, Adminiſtrators and Aſſigns againſt the aforeſaid Governours and Company their Succeſſors and Aſſigns, and all others of and concerning the ſaid Articles ſo Sealed, and every thing therein contained, and of

and

and from all Suits, Troubles, Charges and Incumbrances which may ariſe about the ſame and touching the Covenants in the ſaid Articles mentioned or otherwiſe howſoever. *In Witneſs*, &c.

A Bond from a Bailiff to a Sheriff.

NOverint univerſi per preſentes nos *A. B. de, &c. &* C. D. *de, &c. tenri & firmiter obligari* E. F. *de, &c. Vic. Com prædict. in* 1000 *Libris bonæ & legalis monetæ* Angliæ *ſolvend. eidem Vic. aut ſuo certo Attorn. Executoribus Adminiſtratoribus vel Aſſign. ſuis ad quam quidem ſolutionem bene & fideliter faciend Obligamus nos & quemlibet noſtrum per ſe pro toto & in ſolid. Hered. Execut. Adminiſtrat noſtros & cujuslibet noſtr. firmiter per preſentes ſigillis noſtris ſigillat. dat. primo die Decembris Anno Domini* 1679. *Annoque Regni Domini noſtri* Caroli *ſecundi Dei gratia* Angliæ, Scotiæ, Franciæ & Hiberniæ *Regis fidei defenſoris, &c. Triceſimo primo.*

The Condition of this Obligation is ſuch, That **Whereas** the above named *E F.* High Sheriff of the County of *C.* aforeſaid hath made, aſſigned, ordained and eſtabliſhed the above bounden *A B.* Bailiff of the ſaid Sheriff for the Hundred of *A.* for and during all ſuch time as the ſaid *E F.* ſhall be and continue High Sheriff of the County. If therefore the ſaid Bailiff and his Deputy and Deputies during all the time aforeſaid do well and truly execute all Warrants, Precepts, Proceſs and Commandments to him or them hereafter to be directed from the ſaid High Sheriff, or *G. H.* his Under-Sheriff, his or their or either of their Deputy or Deputies, and due and ſufficient Returns thereof do well and truly make and alſo to give notice of the Execution thereof unto the High-Sheriff or Under-Sheriff in convenient time before the return of the ſame. **And** if the ſaid Bailiff or his Deputy or Deputies do not ask or levy any Fee or Fees to the ſaid High-Sheriff or Under-Sheriff for the Executing or doing of any Warrant or Precept

cept whatſoever but ſuch as are warrantable and Juſtifiable by the Laws, Statutes, and Cuſtoms of the Nation in general, or of the ſaid County in particular, and do alſo during all the time aforeſaid well and truly execute and return all Warrants, Precepts, *Diſtringas*, *levari facias*, and Proceſs to him or them delivered from the Juſtices of Aſſize and Gaol-delivery, Juſtices of Oyer and Terminer, Juſtices of the Peace, Coroners, Commiſſioners of the Sewers, Clerk of the County, or any of them, and from all or any other Officer, Commiſſioners and Miniſters of this Nation having Authority within the ſaid County. And further do levy and gather all ſuch Sums of Money as the ſaid High-Sheriff ſhall be charged with by reaſon of his ſaid Office, and levyable within the ſaid Hundred which ſhall be written or directed to the ſaid Bailiff from the ſaid High-Sheriff or Under-Sheriff the ſaid Sums of Money within one Month next after the receipt of any ſuch extract or writing. And alſo if the ſaid Bailiff or his Deputy or Deputies do pay or cauſe to be paid to the ſaid High-Sheriff or Under-Sheriff as well all ſuch Sum or Sums of Money that ſhall or may ariſe, happen, accrew, grow due or payable to the ſaid High-Sheriff or Under-Sheriff or their or either of their Deputy or Deputies for their or any of their Fees for Executions and Return of all and every Proceſs, Precepts and Commandments to him or them to be directed as aforeſaid as that ſhall or may ariſe, happen, accrew, grow due or payable to him or them or any of them for all, every, or any other matter, cauſe or thing whatſoever happening within the ſaid Hundred, and that within one Month next after the receipt of every ſuch Sum and Sums of Money reſpectively. And alſo if the ſaid Bailiff do deliver or cauſe to be delivered in writing unto the ſaid High-Sheriff or Under-Sheriff (within ſuch a time) next coming the true Names and Sir-names of all ſuch Freeholders within the ſaid Hundred which have forty Shillings *per Annum* Freehold, or more together with the Names of the Towns and Places where they dwell, and alſo the Names of Towns, Villages and Hamlets within

ſaid

ſaid Hundred, and the Towns and Villages which ought to have return and execution of Writs. And alſo if the ſaid Bailiff and his Deputy or Deputies do give his and their Perſonal attendance upon the ſaid High-Sheriff and Under-Sheriff as well at all Aſſizes, Gaol-delivery, County-Courts, and ſuch General Quarter-Seſſions (from the beginning to the end of the ſame) as the Bailiffs of the Sheriffs of the ſaid County have have uſually attended, as alſo at other times and places when and where the ſaid High-Sheriff and Under-Sheriff do or ſhall require his or their attendance, and do not thence depart without Licenſe of the ſaid High-Sheriff or Under-Sheriff; and carefully and diligently do and execute whatſoever he or they ſhall be lawfully required to Do as well at the Aſſizes, Gaol-deliveries, County-Courts, Quarter-Seſſions, Coroners Inqueſts, or at and in all other p'aces and in all other ſervices to be done at and on every other time and times whereſoever upon reaſonable requeſt to him in that behalf to be made. And alſo be attendant upon the ſaid High-Sheriff and Under-Sheriff, his or their Deputy or Deputies and Officers in and about conveying of Priſoners to and from the County-Gaol, or to or from any other place or perſon whatſoever to be appointed by the ſaid High-Sheriff or Under-Sheriff, and alſo at the Execution of Priſoners, and not depart before the Execution of Priſoners be fully had and done, and do well and truly execute the Office of a Bailiff in all things during the time aforeſaid. And if the ſaid Bailiff his Deputy or Deputies do take any Diſtreſs upon any *Alias* or *plures Diſtringas*, or other Proceſs which ſhall iſſue forth and be directed to him or them out of the County-Court to be holden for the ſaid High-Sheriff, and that the ſaid Bailiff or his Deputy or Deputies do make true and lawful returns of the ſame, and do ſafely keep ſuch diſtreſs ſo taken for the uſe of the ſaid High-Sheriff in caſe the ſame be forfeited. And alſo if the ſaid Bailiff his Executors and Adminiſtrators do at all and every time and times hereafter defend, ſave, keep harmleſs and indempnified the ſaid High-Sheriff and his Under-Sheriff

and

nd his and their Heirs, Executors and Adminiſtrators, and very of them, and his and their and every of their Lands, enements, Goods and Chattels from and againſt our Sovereign Lord the King, his Heirs and Succeſſors, and all ther perſon and perſons whatſoever concerning the Preniſſes or any part of them, and alſo from, againſt and conerning the Eſcape or Eſcapes of any perſon or perſons that hall be in the Cuſtody of the ſaid Bailiff or his Deputy or Deputies within the ſaid County by him or them arreſted r to be arreſted, or to him or them hereafter to be committed upon any Warrant or Precept of the ſaid High-heriff, or Under-Sheriff within the ſaid County, or from is or their Deputy or Deputies and againſt and concerning all and every other Matter, Cauſe and Thing whatſoever pertaining to the ſaid Office, and the Secrets of the id High-Sheriff do keep undiſcloſed and unrevealed in all hings that are lawful, and do alſo in convenient time deiver or cauſe to be delivered all Precepts, Warrants and xtracts to other Bailiffs of the ſaid County according to he directions he or they ſhall receive from the High-Sheiff or Under-Sheriff, or any other by his, their, or any f their Commandment or Appointment. **And moreover**, If the ſaid Bailiff his Deputy or Deputies do not iſcharge any perſon or perſons by him or them taken or to e taken on Execution without Warrant or Diſcharge to hat purpoſe, under the Seal of the Office of the ſaid Sheiff to him to be directed by the ſaid ſaid Sheriff or his Under-Sheriff, and do not detain or keep any Priſoner or Priſoners under his or their Cuſtody above the ſpace of wo days after they ſhall be in his or their Cuſtody, but do ring him, her and them to the ſaid Sheriffs Priſon, and im and her and them deliver to the Keeper or Keepers of he ſaid Priſon for the time being. **And alſo**, If the ſaid Bailiff, his Deputy or Deputies do not during his Bailiffhip as aforeſaid, let any perſon or perſons at large upon Bail which ſhall be by him or them taken or arreſted or committed to his or their charge or cuſtody, or to the harge or cuſtody of the ſaid Sheriff or Under-Sheriff up-

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on any Writ or Writs of *Capias Utlegatum*, Writs of *Excommunicato Capiendo*, or other Writ or Writs whatſoever not Bailable by Law, and do take good and ſufficient Bonds of appearance with ſufficient Sureties from all other perſons that he, they or any of them ſhall arreſt where Bonds of appearance are required by Law to be taken. **And alſo**, If the ſaid Bailiff his Deputy and Deputies as well in preſence of the ſaid Sheriff or his Under-Sheriff, and in his and their abſence do keep in ſafe Cuſtody all and every ſuch Perſon or Perſons as the ſaid Sheriff or his Under-Sheriff ſhall arreſt, or which ſhall be arreſted in their or either of their preſence which the ſaid Bailiff or his Deputy or Deputies ſhall be required by the ſaid Sheriff or Under-Sheriff to keep or take charge of. **And alſo**, If the ſaid Bailiff from time to time and at all times do ſave, keep harmleſs and indempnified the ſaid High-Sheriff and his Under-Sheriff, and his and their Executors and Adminiſtrators, and his and their and every of their Goods, Chattels, Lands, Tenements and Hereditaments, of and from all Fines, Mulcts and other Penalties whatſoever that ſhall or may be impoſed upon him or them by any Judge or Judges of Aſſize, Juſtice or Juſtices of the Peace in the Quarter Seſſions, or otherwiſe in the County aforeſaid, or by any the Courts at *Weſtminſter* for any neglect or abuſe of the ſaid Bailiff or his Deputy or Deputies in his ſaid Office during ſuch time as he ſhall continue Bailiff of the ſaid Sheriff. **And alſo**, If the ſaid Bailiff his Executors and Adminiſtrators do likewiſe at all times hereafter well and ſufficiently ſave, keep harmleſs and indempnified the ſaid Sheriff, his Under-Sheriff and Deputies, and every of them, their and every of their Executors and Adminiſtrators from and againſt all manner of Actions, Suits, Eſcapes, Fines, Amerciaments, and other Coſts and Damages which at any time hereafter ſhall or may ariſe or grow, happen to be brought againſt, or impoſed upon the ſaid Sheriff his Under-Sheriff and Deputies, or any of them as well for and by reaſon of the not-appearance of the ſaid Bailiff in any Court or Courts whatſoever upon any Writ, Proceſs

or Precept whatſoever which ſhall during the time aforeſaid be directed and delivered to the ſaid Sheriff, Under-Sheriff or Deputy, or any of them againſt the ſaid Bailiff as for or by reaſon of the not ſatisfying of any Sum or Sums of Money upon any *Capias ſat. Fieri Facias*, or other Writ or Execution which during the ſaid time ſhall be directed and delivered to the ſaid Sheriff, Under-Sheriff or Deputy, or any of them againſt the Body, Goods or Lands of the ſaid Bailiff; Then, &c.

A Bond for Appearance at the General Seſſions holden for the Iſle of Ely.

NOverint *univerſi per preſentes nos* A. B. *de, &c.* C. D. *de, &c. &* E. F. *de, &c. teneri & firmiter Obligari* E. F. *de, &c. Ballivo Libertatis Epiſcopi Elien. in decem libris galis monetæ* Angliæ *ſolvend. eidem Ballivo aut ſuo certo Attorn. Executor. Adminiſtrat. vel Aſſign. ſuis, ad quam quidem ſolucionem bene & fideliter faciend. Obligamus nos & quemlibet noſtrum per ſe pro toto & in ſolido Hered. Executor. & Adminiſtrator. noſtros firmiter per preſentes ſigillis noſtris ſigillat. dat. primo die Maii Anno Dom.* 1679. *Annoq; Regni Domini noſtri* Caroli *ſecundi Dei Gratia* Angliæ, Scotiæ, Franciæ & Hiberniæ *Regis Fidei Defenſoris, &c. Triceſimo primo.*

The Condition of this Obligation is ſuch, That if the above bounden *A. B.* doth appear before the Juſtices to hold Pleas within the Iſle of *Ely* at the next General Seſſions of Pleas to be holden for the ſaid Iſle to anſwer unto *L. M.* in a Plea of Debt; That then, &c.

A Replevin.

Buck. ff. W. M. *Armig. Vic. Com. prædict. Ballivo Hundredi de* B. *necnon* E. F. G. H. & J. K. *Ballivis meis pro hac Vice tantum & eorum cuilibet conjunctim & divisim salutem Quia* S. T. *invenit mihi sufficient. securitat. tam de clamore suo prosequend. quam de averiis vel bonis & catallis suis (videlicet) de uno bove, tribus ovibus, &c. vel uno lapide molendinar. &c. quæ* V. S. *Gen. cæpit & injuste detinet ut dicitur, retorn. si retorn. inde adjudicetur Ideo ex parte prad.* S. T. *vobis & cuilibet vestrum conjunctim & divisim mando quod replegiari & deliberari fac. præfat.* S. T. *averia (vel bona & catalla) sua prædict. Et quod ponat, seu, &c. per vad. & salvos pleg. præfat.* V. S. *Ita quod sit ad prox. Cur. Com. mei pro Comitatu prædict. apud* Aylisbury *in Com. meo prædict. tenend. ad respondend præfat.* S. D. *de placito captionis & injuste detentionis averiorum (vel bonorum & catallorum) suorum prædicto & qualiter, &c. mihi ad prox. Cur. meam pro Com. meo prædict. tenend. certificat. seu, &c. sub periculo incumbent. dat. sub sigillo officii mei primo die* Maii *Anno Regni Dom. nostri* Caroli *secundi Dei Gratia* Angliæ, Scotiæ, Franciæ & Hiberniæ *Regis Fidei Defensoris, &c. Vicesimo octavo Annoq; Domini,* 167

per me W. M. *Vi*

A Bond of Replevin.

NOverint *universi per presentes nos* S. D. *de* D. *in Co.* Buck. Yeoman, Q. D. *de eisdem Villa & Com.* Yeoman & J. G. *de* A. *in Com. prædicto* Husbandman *teneri firmiter obligari* W. M. *Armig. Vic. Com. prædict. in duc. Libris legalis monetæ* Angliæ *solvend. eidem Vic. aut suo ce. en hac parte Attornato Executoribus Administratoribus vel Assi. suis Ad quam quidem solutionem bene & fideliter faciend. Ob. gr.*

gamus nos & quemlibet noſtrum per ſe pro toto & in ſolid. Hered. Execut. & Adminiſtrat. noſtros & cujuslibet noſtr. firmiter per preſentes ſigillis noſtris ſigillat. dat. primo die Maii *Anno Domini noſtri* Caroli *Secundi Dei Gratia* Angliæ, Scotiæ, Franciæ & Hiberniæ *Regis fidei Defenſoris, &c. Viceſimo octavo Annoque Domini* 1677.

The Condition of this Obligation is ſuch, That if the above bounden *S. D.* do appear at the next County Court to be held at *Aylisbury* in the County aforeſaid and then and there do proſecute his Action with effect againſt *U. L.* Gent. for taking and unjuſtly detaining of his Cattel (or Goods or Chattels) *viz.* one Bull, three Sheep, &c. one Milſtone, &c. and do alſo make return thereof if return thereof ſhall be adjudged by Law, and alſo ſave and keep harmleſs and indempnified the ſaid Sheriff his Deputies and Bailiffs touching and concerning the Replevying and delivery of the ſaid Cattel, Goods or Chattels; That then this Obligation to be void, &c.

A Condition to ſave harmleſs a Surety upon a Bond to a Sheriff or Steward of a Hundred in Repleg'.

The Condition of this Obligation is ſuch, That **whereas** the above named *A. B.* at the ſpecial Inſtance and requeſt of the above bound *J. S.* ſtands bound together with the ſaid *J. S.* to *R. B.* Eſquire, Steward or Sheriff, &c. in one Obligation bearing date with theſe Preſents with Condition that the ſaid *J. S.* ſhall proſecute with effect againſt, &c. as in the ſaid Condition is expreſſed. If therefore the ſaid *J. S.* his Executors or Adminiſtrators do ſave and keep harmleſs the ſaid *A. B.* his Executors and Adminiſtrators of and from the penalty of the ſaid Obligation, and indempnified from all Suits and Troubles whatſoever which may ariſe or be for or by reaſon of the ſaid Obligation or Condition aforeſaid. That then, &c.

A Condition if 500 l. *of a Marriage-Portion be received, then the Husband to pay* 100 l. *if leſs than* 500 l. *received, then to pay* 60 l. *more than that which ſhall be received.*

WHereas there is a Marriage by Gods Permiſſion purpoſed and intended to be had and ſolemnized between the within bound *M. L.* the Father and *M S.* of *L.* Widow, late the Wife of *L. S.* &c. by which Marriage (if it doth take effect) the ſaid *M. L.* ſhall by the Laws of the Realm be intituled unto and may demand as in her right all the Perſonal Eſtate, Goods, Chattels, Rights, Credits, and Things in Action of the ſaid *M. S.* or which do or ſhall appertain unto her. **Now the Condition of this Obligation is ſuch**, That if the ſaid *M. S.* his Executors or Aſſigns by reaſon of the Intermarriage aforeſaid ſhall have obtained, got or recovered the Sum or value of 500 *l.* at one or ſeveral time or times of the Eſtate, Money, Debts, Duties, Rights, Credits, Goods and Chattels of the ſaid *M. S.* or the ſaid *T. S.* deceaſed, which do appertain to the ſaid *M. S.* or Damages amounting to that value; Then if the within bound *M. L.* the Son and his Executors or Adminiſtrators, or the ſaid *M. L.* the Father ſhall and do well and truly content, ſatisfie and pay, or cauſe to be contented, ſatisfied and paid unto the within named *N. C.* and *J. J.* their Executors or Adminiſtrators to the uſe of the ſaid *M. S.* her Executors or Aſſigns if ſhe ſurvive and over-live the ſaid *M.* the Father the Sum of &c. of Lawful Money of *England* at or within, &c. within one half year after the deceaſe of the ſaid *M.* the Father. And if it fortune that the ſaid *M.* the Father by reaſon of the Intermarriage aforeſaid ſhall not have obtained gotten, recovered and received the full Sum or value of 500 *li.* of Lawful Money of *England* at one or ſeveral time or times of the ſaid Eſtate, Moneys, Debts, Duties Rights

Rights, Credits, Goods and Chattels of the ſaid *M.* and *T.* or Damages amounting to the value of 500 *l.* and ſhall happen to depart this life before the death of the ſaid *M. S.* Then if the ſaid *M. L.* the Son his Heirs, Executors or Adminiſtrators, or the Executors or Adminiſtrators of the ſaid *M.* the Father ſhall and do well and truly pay or cauſe to be contented, paid and ſatisfied unto the ſaid *N. C.* and *J. J.* their Executors and Adminiſtrators to the uſe and behoof of the ſaid *M. S.* her Executors or Adminiſtrators ſo much Lawful Money of *England* as the Eſtate, Moneys, Debts, Duties, Rights, Credits, Goods or Chattels of the ſaid *M.* and *T. S.* which ſhall appertain to the ſaid *M. S.* or Damages recovered by the ſaid *M. L.* the Father his Executors or Adminiſtrators ſhall amount unto. And alſo the ſaid ſum of 60 *l.* of Lawful Money of *England* over and above the ſaid value ſo received at the place aforeſaid within one year after the deceaſe of the ſaid *M.* the Father as Councel learned in the Law ſhall reaſonably deviſe or adviſe and require; Then this Obligation to be void and of none effect, &c.

A Condition where an Executor in Truſt has delivered to the Obligor the Overplus of the Teſtators Eſtate, the Obligor to pay all Coſts and to ſave the Executor in truſt harmleſs.

WHereas *E. C.* late of, &c. deceaſed hath lately made and declared her laſt Will and Teſtament in Writing, and thereof hath nominated and ordained the within named *A. R.* her Executor, according to the ſaid Will the ſaid *A.* hath delivered and undertaken to deliver unto the within bound *T. L.* all the Overplus reſt and reſidue of the Eſtate of the ſaid Teſtatrix after the Legacies, Funeral Charges and Debts ſhall be paid and diſcharged. **Now the Condition of this Obligation is ſuch**, That if the ſaid *A.* ſhall at any time hereafter be compelled by any Judgment, Order, Recovery, Decree or Sentence in any

Court or Courts whatſoever to anſwer, ſatisfie and pay to any Perſon or Perſons whatſoever any Debt or Debts, Sum or Sums of Money, Plate, Goods or other Recompence for or by reaſon or means of any Suit or Suits, Action or Actions to be had or commenced againſt her the ſaid *A.* by reaſon or means of being Executrix of the ſaid laſt Will and Teſtament, except only for ſuch Legacies and Bequeſts of Money as are mentioned and contained in the ſaid Will; Then if the ſaid *T. L.* his Executors or Aſſigns ſhall within thirty days next after requeſt thereof to them or any of them to be made or for them or any of them to be left in writing at or within, &c. well and truly pay and recompence or cauſe to be paid and recompenced unto the ſaid *A.* his Executors, Adminiſtrators and Aſſigns all ſuch Sum or Sums of Money, Plate, Goods and other things as ſhall be recovered, obtained or had againſt him the ſain *A.* as Executor of the laſt Will and Teſtament for which the ſaid *A.* ſhall not have Aſſets in her hands to ſatisfie the Sum withall. **And** further, if the ſaid *T. L.* his Executors, Adminiſtrators or Aſſigns ſhall at their or ſome of their own proper Coſts and Charges clearly acquit and diſcharge or otherwiſe ſufficiently ſave and keep harmleſs and indempnified the ſaid *A* her Executors and Adminiſtrators and her and their Lands, Tenements, Goods and Chattels againſt all and every Perſon or Perſons whatſoever of and from all Actions, Coſts, Suits, Damages, Charges and Demands whatſoever hereafter to be brought or commenced againſt the ſaid *A.* her Executors or Adminiſtrators for or by reaſon of being Executrix of the ſaid laſt Will and Teſtament, except only for the Legacies and Bequeſts of Money mentioned in the ſame Will: Then this, &c.

A Co

A Condition to deliver a true Accompt of a Womans Eſtate before Marriage.

The Condition of this Obligation is ſuch, That if the within bound *M. L* his Executors and Adminiſtrators ſhall and do from time to time (within 20 days next after requeſt) make and deliver a perfect accompt and true Declaration under his and their hands unto the within named *N. C.* and *J. J.* their Executors and Adminiſtrators of all and every the Sums of Money, Damages, Recompences and Satisfactions which the ſaid *M. L.* his Executors or Adminiſtrators ſhall at any time hereafter have, obtain, get, recover and receive of and from *T. S.* Executor of *T. S.* Husband of the ſaid *M. S.* due or appertaining to the ſaid *M. S.* by the cuſtom of the City of *London*, of the Goods, Chattels, Rights, Credits, ready Money or Perſonal Eſtate of the ſaid *T. S.* deceaſed; Then, &c.

A Condition for payment of a Sum of Money Quarterly.

The Condition of this Obligation is ſuch, That if the within bound *W. B.* his Executors or Aſſigns do and ſhall truly pay or cauſe to be paid unto the within named *J. H.* his Executors, Adminiſtrators or Aſſigns at or within, &c. the Sum of, &c. in manner and form following; (That is to ſay) on the 24th of *December* next coming after the date above written 10 *l.* thereof; on the, &c. then next following other 10 *l.* thereof; on the, &c. and on the, &c. 10 *l.* more thereof, and ſo Quarterly afterwards; (That is) on every of the ſaid four days of payment thereof above mentioned Quarter after Quarter, and half year after half year, and year after year other Ten

Pounds ſo long and until the ſaid Sum of, &c. be fully ſatisfied and paid; Then, &c. But if default ſhall be made in any one payment thereof, in part or in all, then to remain in full force and vertue.

A Condition to pay a certain Sum of Money (if by vertue of a Letter of Attorney it be not before paid to him) upon a Bill of Debt.

WHereas the within named *S. R.* by one Writing or Letter of Attorney bearing date, &c. Hath given unto the within named *J. R.* full power and authority to recover and receive of *R. W.* his Executors and Adminiſtrators the Sum of, &c. owing by him and due and payable on the tenth day of *M.* next in and by one Writing or Bill Obligatory under his hand and Seal bearing date, &c. to the uſe of the ſaid *J. R.* his Executors or Aſſigns without any Account to be rendred of or for the ſame, as by the ſame Writing or Letter of Attorney more at large appeareth. **Now the Condition of this Obligation is ſuch,** That if the ſaid *R. W.* his Executors or Aſſigns ſhall not pay unto the ſaid *J. R.* the ſaid Sum of 20 *l.* on the day aforeſaid; Then if within twenty days next after the delivery of the ſaid Writing or Bill Obligatory unto the ſaid *S.* his Executors or Aſſigns uncancelled and unreleaſed by the ſaid *J. R.* or his Aſſigns, he the ſaid *S.* his Executors or Aſſigns ſhall pay unto the ſaid *J.* or his Aſſigns at or within, &c. the ſaid Sum of 20 *l.* of Lawful Money of *England*; Then this, &c.

A Con-

A Condition not to revoke a Will.

WHereas the within bound *E. P.* for good conſiderations her thereunto moving hath made, ſealed, ſubſcribed, publiſhed and declared her laſt Will and Teſtament in Writing indented and purporting her laſt Will, &c. for and concerning the ſelling, conveying and aſſuring of all that her Meſſuage or Tenement with the Appurtenances ſituate, &c. now or late in the Occupation of, &c. To the uſes, intents and purpoſes in the ſaid Will expreſſed, **If therefore** the ſaid *E.* ſhall not at any time hereafter diſannull, revoke, make void or fruſtrate the ſaid Will, and do any act, fact or thing by Sale of the Premiſſes or otherwiſe whereby the ſaid Will ſhall not be of full effect or which ſhall or may in any wiſe prejudice, hinder or hurt the ſame or the benefit, advantage or commodity thereof or thereby to be had, taken or to come or to accrew to the Perſon or Perſons therein named for or concerning the ſaid Meſſuage or Tenement with the Appurtenances or any part thereof; Then this, &c.

A Condition for to permit a Woman to make her Will, during her Husbands life, and to give 500 l. *thereby.*

WHereas there is a Marriage intended to be had between the within bound *M. L.* the Father, and *M.S.* **Now the Condition of this Obligation is ſuch,** That if the ſaid *M S.* ſhall by any Writing purporting her laſt Will and Teſtament give or bequeath or therein mention to give or bequeath the Sum of 500 *l.* or any other leſs Sum or Sums of Money in all not exceeding the Sum of,

of, &c. to any Perſon or Perſons whatſoever. If then the ſaid *M.L.* the Father his Executors and Adminiſtrators ſhall ſuffer the ſaid Will and Writing purporting her laſt Will and Teſtament to be proved and aſſent thereunto being required. **And** do alſo within one half year next after Probate and notice of the ſaid Will ſatisfie, pay and perform the ſaid Legacy and Legacies therein given or mentioned to be given not exceeding the Sum of, &c. to ſuch Perſon or Perſons to whom the ſame ſhall be ſo bequeathed, given, limited or appointed out of the Money and proper Eſtate of the ſaid *M.* the Father, his Executors or Adminiſtrators at or within, &c. Then, &c.

A Condition for a Woman not to demand any Dower, or her Husbands Eſtate, except given by him by Will.

WHereas there is a Marriage by Gods Permiſſion to be had and ſolemnized between *M. L.* and the within bound *M S.* by which Marriage, (if it do take effect, and the ſaid *M.* do happen to ſurvive and overlive the ſaid *M. L.*) ſhe ſhall be intituled to a reaſonable part and proportion of the Goods, Chattels, Plate, Jewels, Perſonal Eſtate, Right, Credits and ready Money of the ſaid *M. L.* whereof he ſhall be poſſeſſed, or which ſhall appertain to him at the time of his deceaſe. **And alſo** to have and demand a Dower or third of the Lands, Tenements and Hereditaments whereof the ſaid *M. L.* ſhall be ſeized at any time during the Coverture aforeſaid. **Now** nevertheleſs (in Conſideration that other Proviſion is made for the ſaid *M.*) **The Condition of this Obligation is ſuch,** That if the ſaid Marriage ſhall take effect, and the ſaid *M.* ſhall happen to ſurvive and overlive the ſaid *M. L.* That then neither the ſaid *M. S.* her Executors, Adminiſtrators or any other Perſon or Perſons in her right ſhall or may claim

any Right or Dower, or have any Title to any of the Eſtate of the Teſtator other than what ſhall be given by Will from the ſaid *M. L.* Then this Obligation to be void and of none effect, &c.

A Condition to ſave harmleſs from a Womans Dower.

The Condition of this Obligation is ſuch, That **Whereas** the within named *R. P.* hath lately purchaſed to him and his Heirs of and from the within bound *T. H.* certain Freehold Meſſuages, Lands, Tenements and Hereditaments ſituate, lying and being in the Town, Pariſh, Fields and Hamlets of *M.* within written of, in and to which Lands and Premiſſes *A.* now the Wife of the ſaid *T.* may have or challenge to have her Dower or Title of Dower, if ſhe ſhall ſurvive the ſaid *T.* **If therefore** the Heirs, Executors or Adminiſtrators of the ſaid *T.* or any of them ſhall at all times hereafter and from time to time at his or their or ſome of their own proper Coſts and Charges upon reaſonable requeſt thereof to be made, well and ſufficiently ſave, defend, and keep harmleſs and indempnified as well the ſaid Meſſuages, Lands, Tenements and Hereditaments, as alſo the ſaid *R. P.* his Heirs and Aſſigns, and every of them againſt the ſaid *A.* if ſhe ſhall ſurvive the ſaid *T.* and all others of and from the Dower and Title of Dower of her the ſaid *A.* of in or to the Premiſſes or any part thereof; and of and from all Actions, Suits, Damages and Demands whatſoever, touching or concerning the ſame; Then, &c.

A Condition of a Bond of Adventure.

WHereas the above named *W. S* hath before the Enſealing hereof paid and delivered unto the above named *A. W.* the Sum of 60 *l.* of Lawful Money of *England*, to pay and diſcharge certain Debts, which were owing to certain Perſons for Proviſions and Furniture, for the uſe of the good Ship called the,&c. now upon a Voyage in the Service of the Governour and Company of Merchants of *London*, Trading to and from the *Eaſt-Indies* to *Bantam* and other parts in the *Eaſt-Indies*, and from thence to return to this Port of *London* to end her Voyage, and is contented to bear the Adventure and hazard of the full value thereof in the ſaid Ship during the ſaid Voyage until her ſafe arrival in the *Eaſt-Indies*, and from thence until the ſaid Ships ſafe arrival in the River of *Thames* within the Port of *London*, or other Port of her diſcharge in *England*,and there being moored four and twenty hours at an Anchor, which firſt ſhall happen and no longer upon the Condition hereafter following. **Now the Condition of this Obligation is ſuch,** That if the ſaid *A. W.* his Executors, Adminiſtrators or Aſſigns, or any of them do and ſhall in conſideration of the Premiſſes well and truly pay or cauſe to be paid unto the ſaid *W. S.* his Executors, Adminiſtrators or Aſſigns at, &c. the Sum of, &c. of Lawful Money of *England* within fourteen days next after the firſt return of the ſaid Ship from the *Eaſt-Indies* aforeſaid, into the River of *Thames* in the Port of the City of *London*, or other Ports of her diſcharge in *England*, and there being moored four and twenty hours at an Anchor, which firſt ſhall happen. Then, &c.

A Condition of a Bond to repay a Rateable part of a Legacy to the Executor in case the Teſtators Eſtate ſhall fall ſhort.

Whereas the above named *W. S.* Executor of the laſt Will and Teſtament of *N. H.* late of, &c. deceaſed, the late Uncle of the above named *A. H.* who was the Son of *J. M.* deceaſed, the late Brother of the ſaid *N. H.* deceaſed, hath at the requeſt of the ſaid *A.* and the above bound *R. M.* paid unto him the ſaid *A. H.* the Sum of, &c. of Lawful Money of *England*, being part of the Sum of, &c. as a Legacy given by the ſaid *N. H.* in and by his laſt Will and Teſtament in the words following, (*viz.*) *Item*, I give, &c. recite the Legacy. **Now the Condition of this Obligation is ſuch**, That in caſe the Eſtate of the ſaid *N. H.* deceaſed ſhall fall ſhort to pay and ſatisfie all the Debts and Legacies, and Funeral charges of the ſaid *N. H.* deceaſed. **Then** if he the ſaid *A. H.* his Executors or Aſſigns ſhall from time to time and at all times hereafter upon requeſt thereof to be made well and truly pay or cauſe to be repaid unto the ſaid *W. S.* his Executors or Aſſigns out of the ſaid Sum of, &c. ſo by him now received as aforeſaid a Rateable and proportionable part of what ſhall ſo fall ſhort to pay and ſatisfie all ſuch Debts and Sum and Sums of Money as ſhall be from time to time hereafter recovered againſt the ſaid *W. S.* his Executors or Aſſigns as Executor of the laſt Will and Teſtament of the ſaid *N. H.* deceaſed for any Debts owing by the ſaid Teſtator in his life time accompting all the Legacies in the ſaid Will mentioned, and the reſt and reſidue of the ſaid Teſtators Eſtate in and by the ſaid Will given and bequeathed to the ſaid Executor as part of the ſaid Teſtators Eſtate to ſatisfie the ſame Debts. Then this Obligation to be void, &c

A Con-

A Condition from a Father to an Executor upon Receipt of his Childrens Legacy being under age, that they ſhall releaſe, when they come to age, and ſave harmleſs the Executor for the Legacies ſo received.

WHereas the within bound *B. B.* did in and by her laſt Will and Teſtament in Writing amongſt other things give and bequeath unto *T. M.* and *J. M.* Sons of the within bound *T. M.* 50 *l.* That is to ſay unto the ſaid *T.* the Sum of, &c. and unto the ſaid *J.* the Sum of, &c. And **Whereas** at the ſpecial inſtance and requeſt of the ſaid *T.* the Father the within named *T B.* being Executor of the ſaid *B.* hath paid unto the ſaid *T. M.* the Father the Sum of 50 *l.* the receipt and ſatisfaction whereof he the ſaid *T.* the Father doth hereby acknowledge. **Now the Condition of this Obligation is ſuch,** That if the ſaid *T.* the Father or the within bound *J. M.* or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, ſhall within twenty days next after the ſaid *T.* the Son ſhall attain to the Age of one and twenty years, and within twenty days next after the ſaid *J.* ſhall attain to his Age of one and twenty years cauſe and procure him and them ſo attaining to the ſaid Age, or his or their Executors or Adminiſtrators reſpectively in due, lawful and ſufficient manner ſeverally and reſpectively to acquit, releaſe and diſcharge the ſaid *T. B.* his Heirs, Executors and Adminiſtrators of and from ſuch of the ſaid ſeveral Sums of 30 *l.* and 20 *l.* as is to them ſeverally in and by the ſaid Will given and bequeathed as aforeſaid, and every part thereof. **And** further if the ſaid *T. M.* the Father or the ſaid *J. M.* or either of them, their or either of their Executors or Adminiſtrators, or any of them ſhall from time to time, and at all times hereafter at his, their or ſome of their own proper Coſts and Charges clearly acquit and diſcharge or other-

otherwiſe well and ſufficiently ſave, defend and keep harmleſs the ſaid *T. B.* his Executors and Adminiſtrators, and his and their Lands, Tenements, Goods and Chattels as well againſt the ſaid *T. M.* and *J. M.* the Sons, their Executors and Adminiſtrators, as againſt all Perſons whatſoever for the Sums of 30 *l.* and 20 *l.* given to them in and by the ſaid laſt Will as aforeſaid, and of and from all Actions, Suits, Coſts, Troubles and Demands whatſoever touching or concerning the ſame; Then, &c.

A Condition to pay a Sum of Money for the releaſing one in Barbadoes *and to bring him for* England.

WHereas *J. M.* Cook, is now a Servant to *C. L.* in the Iſland of *Barbadoes* for a certain term of years yet to come. **Now the Condition of this Obligation is ſuch,** That if the above named *M. B.* his Executors or Aſſigns ſhall within the ſpace of one year next enſuing the date above written cauſe or procure the ſaid *J. M.* to be freed, releaſed and diſcharged from the ſaid Service; Then if the above bound *D. L.* and *J. C.* or either of them, their or either of their Executors or Adminiſtrators ſhall well and truly pay or cauſe to be paid unto the ſaid *M. B.* his Executors or Adminiſtrators at or within, &c. ſo much lawful Money of *England*, as the ſaid *M.* his Executors, Factors and Aſſigns ſhall pay or diſburſe in Money or Goods at the rate at which the ſame ſhall be currant or payable in the ſaid Iſland for the procuring of the liberty, and diſcharge of the ſaid *J. M.* from his ſaid ſervice, and other neceſſary Charges for his paſſage from the ſaid Iſland to the Port of *London*; Then, &c.

A Counter Bond upon the ſame.

Whereas the above named *J. C.* at the requeſt of the above bound *D. L.* by one Obligation bearing date the day of the date above written ſtandeth bound together with him the ſaid *D. L.* unto *M. B.* of, &c. in the Sum of Twenty Pounds of Lawful Money of *England* conditioned for payment of ſo much Lawful Money of *England*, as the ſaid *M.* his Executors, Factors or Aſſigns ſhall pay or diſburſe for the procuring of the Liberty, Freedom and Diſcharge of one *J. M.* Servant to *C. E.* in the Iſland of *Barbadoes* from the Service of the ſaid *C. E.* and other neceſſary Charges for his Paſſage from the ſaid Iſland to the Port of *London*, as in and by the ſaid recited Obligation and Condition more at large it doth and may appear. **Now the Condition of this Obligation is ſuch**, That if the ſaid *D. L.* his Executors or Adminiſtrators ſhall from time to time and at all times hereafter at his and their own proper Coſts and Charges clearly acquit and diſcharge, or otherwiſe well and ſufficiently ſave, defend, keep harmleſs and indempnified the ſaid *J. C.* his Heirs, Executors and Adminiſtrators, and his and their Lands, Tenements, Goods and Chattels of and from all the troubles which he or they ſhall or may incur, ſuſtain or be put unto for full diſcharge thereof: Then this Obligation to be void, &c.

A Condition of a Bond upon Marriage.

Whereas there is a Marriage ſhortly (by Gods Permiſſion) to be had and ſolemnized between the above bound *J. G.* and *R. A.* of *L.* Spinſter, Siſter of the above named *S. A.* by which Marriage (if it take effect) the ſaid *J. G.* will be intituled unto and may demand (as in her right) all and ſingular the ready Money, Debts, Goods and Chattels and Perſonal Eſtate of the ſaid *R.* Now for the making of ſome Proviſion for the Livelihood and Maintenance of the ſaid *R.* in caſe the ſaid Marriage ſhall take effect, and that ſhe ſhall ſurvive the ſaid *J. G.* The Condition of this Obligation is ſuch, That if the Executors or Adminiſtrators of the ſaid *J. G.* ſhall within ſix Months next after his deceaſe well and truly pay or cauſe to be paid unto the ſaid *R.* (ſo ſurviving) her Executors, Adminiſtrators or Aſſigns the Sum of, &c. of Lawful Money of *England* in full ſatisfaction of ſuch part and portion and ſhare of the Goods, Chattels, Debts, and Perſonal Eſtate of the ſaid *J. G.* as ſhe the ſaid *R.* may have claim or demand by the Cuſtom of *London*, or otherwiſe other than ſuch Legacies or Bequeſts as the ſaid *J. G* ſhall be pleaſed to give, leave or bequeath unto her the ſaid *R.* (over and above the ſaid Sum of, &c.) in or by his laſt Will and Teſtament; Then this preſent Obligation to be void and of none effect, or elſe, &c.

A Condition where L. G. *being Priſoner at the Suit of* H. W. *the ſaid* L. G. *is obliged either to clear Accounts by ſuch a day, or yield himſelf Priſoner in default thereof.*

WHereas the above bound *W. G.* is now under an Arreſt at Suit of the above named *H. W.* And Whereas the ſaid *W. H.* at the requeſt of the above named *T. H.* is contented to permit the ſaid G. to go at liberty until the firſt day of *Hillary* Term next coming. Now the Condition of this Obligation is ſuch, That if the ſaid G. on or before the ſaid firſt day of *Hillary* Term next coming either make and give unto the ſaid *W. H.* his Executors or Adminiſtrators a true and juſt accompt and reckoning in writing of all ſuch Debts, Sum and Sums of Money as he the ſaid *G.* hath heretofore received of any Perſon or Perſons whatſoever to the uſe of the ſaid *W. H.* and alſo make and give ſatisfaction to the ſaid *W. H.* his Executors or Aſſigns of and for all ſuch Sum and Sums of Money as upon the ſaid Accompt ſhall appear to be due and payable, or elſe if he the ſaid *G. L.* ſhall in default of ſuch Accompt and Satisfaction given, appear, yield and deliver his Body at or in the Office of the Compter *Woodſtreet London*, in the Cuſtody of one of the Serjeants at Mace there as the Priſoner of the ſaid *W. H.* in or to ſuch Accompt as is or ſhall be then and there entred or depending againſt the ſaid firſt day of *Hillary* Term now next enſuing; Then this Obligation to be void and of none effect, or elſe, &c.

A Con-

A Bond to ſave harmleſs the Obligee from all Debts contracted by a Joint-Trade.

WHereas the above named *J. C.* and the above named *W. K.* were lately Copartners together in the Trade of buying and ſelling of Silk and Haberdaſher Wares and other things, by reaſon whereof divers Debts and Sums of Money were due and owing by the ſaid Copartners unto ſeveral Perſons, all which Debts and Sums of Money are mentioned and expreſſed in their laſt General Accompt made up and ſubſcribed by the ſaid Copartners the, &c. laſt paſt before the day of the date above written, and are likewiſe extracted and mentioned in the Schedule thereunto annexed, as thereby may more particularly and at large appear. **Now the Condition of this Obligation is ſuch,** That if the ſaid *J. C.* his Executors and Adminiſtrators ſhall from time to time and at all times hereafter at his own proper Coſts and Charges clearly acquit and diſcharge or otherwiſe well and ſufficiently ſave, defend, keep harmleſs and indempnified the ſaid *M. L.* her Executors and Adminiſtrators, and her and their Lands, Tenements and Hereditaments, Goods and Chattels and every of them againſt all and every perſon and perſons whatſoever of, for and from all and every the ſaid Debts and Sums of Money ſo mentioned and expreſſed in the ſaid laſt General Accompt in the ſaid Schedule hereunto annexed and of and from all lawful Actions, Suits, Troubles, Damages, Expences and Demands whatſoever, for touching or concerning the ſame and every of them and every part thereof; Then, &c.

A Condition of A. B. C. *Collateral Bond for further Security of Payment of a certain Sum of Money.*

WHereas *J. T.* and *W. T.* of *L.* Merchant, by one Bond and Obligation bearing date the, &c. Did become bound unto the above named *T. C.* in the Sum or penalty of 500 *l.* of Lawful Money of *England*, conditioned for Payment of the Sum of 250 *l.* of like Money with Intereſt after the rate of 6 *l. per Centum per Annum*, on the, &c. next coming after the date of the ſaid recited Obligation at or within, ſituate, &c. As in and by the ſaid recited Obligation and Condition more at large may appear. And **Whereas** the ſaid *J. T.* ſithence the Sealing and delivery of the ſaid recited Bond or Obligation is deceaſed, and the Sum of, &c. was not paid unto the ſaid *T. C.* as the ſame ought to have been according to the true intent and meaning of the ſaid Condition of the ſaid recited Obligation but ſtill remaineth unpaid. **Now the Condition of this Obligation is ſuch**, That if the ſaid *W. T.* his Executors or Adminiſtrators, and the Executors or Adminiſtrators of the ſaid *J. T.* or any of them ſhall not well and truly pay or cauſe to be paid unto the ſaid *T. C.* his Executors, Adminiſtrators or Aſſigns the Sum of, &c. of Lawful Money of *England* on the, &c. next enſuing the date above written in ſatisfaction of the ſaid recited Obligation **Then** if the above bound *R. W.* his Executors, Adminiſtrators or Aſſigns ſhall well and truly pay or cauſe to be paid unto the ſaid *T. C.* his Executors, Adminiſtrators or Aſſigns the Sum of, &c. of Lawful Money of *England* on the, &c. next enſuing the date above written at or within, &c. He the ſaid *T. C.* his Executors, Adminiſtrators or Aſſigns then alſo delivering up unto the ſaid *R. W.* his Executors, Adminiſtrators or Aſſigns the ſaid recited Bond or Obligation ſafe, whole, uncancelled and undefaced, together with

with one Aſſignment of the ſaid Bond or Obligation, and a Letter of Attorney to be by him ſigned, ſealed and delivered unto or for the uſe of the ſaid *R W.* his Executors or Adminiſtrators for the better making of him the ſaid *R. W.* his Executors, Adminiſtrators or Aſſigns to demand, recover and receive to his and their own proper uſe and uſes of and from the ſaid *W. T.* his Executors and Adminiſtrators, and of and from the Executors and Adminiſtrators of the ſaid *J. S.* or any of them all ſuch Sum and Sums of Money, as are or ſhall grow due and payable by vertue of the ſaid recited Obligation and Condition, or either of them; Then this, &c.

A Condition by way of Annuity (viz.) *in conſideration of* 100 l. *preſent Money to pay* 20 l. *for nine years.*

THE Condition of this Obligation is ſuch, That Whereas the above named *T. G.* in Conſideration of 100 *l.* of Lawful Money of *England* to him in hand before the delivery hereof by the above named *H. A. A. D.* and *N. D.* well and truly paid, The receipt whereof he the ſaid *T. G.* doth hereby acknowledge, accordingly hath agreed to pay unto the ſaid *H. A. A. D.* and *N. H.* or ſome or one of them their Executors, Adminiſtrators or Aſſigns one Annuity or yearly payment of 20 *l.* of Lawful Money of *England per Annum*, for and during the term of nine years, to be accompted from the Feaſt of, &c. laſt paſt before the date hereof at ſuch days and times, and in ſuch manner and form as herein after is mentioned to the intent the ſame ſhall and may be diſpoſed of by the ſaid *H. A* and *A. D.* and *N. H.* or the ſurvivor of them together with the Executors or Adminiſtrators of ſuch of them as ſhall die, to ſuch Pious uſes as they in their diſcretions ſhall ſeem meet. If therefore, the ſaid *T. G.* his Executors, Adminiſtrators and Aſſigns ſhall well and truly pay and cauſe to be paid unto the ſaid *A. H. A. D.* and *N. H.* or ſome or one

of them, their, or ſome or one of their Executors, Adminiſtrators or Aſſigns, one Annuity yearly payment or Sum of 20 *l* of Lawful Money of *England per Annum*, for and during the term of nine years to be accompted from the aforeſaid Feaſt of the Birth of our Lord God laſt paſt at two of the moſt uſual Feaſts or Terms in the year; that is to ſay, the Nativity of *St. John the Baptiſt*, and the Birth of our Lord God for the purpoſe aforeſaid by even and equal proportions; the firſt payment thereof to begin and be made on the Feaſt-day of the Nativity of St. *John the Baptiſt* next coming after the date above written; Then this preſent Obligation to be void and of none Effect. But if default ſhall be made of or in payment of the ſaid Annuity or yearly payment of 20 *l.* or any part thereof at any time during the ſaid term of nine years, on either of the days of payment thereof above mentioned contrary to the form aforeſaid: Then to ſtand in full force, &c.

A Condition to ſave harmleſs of a Bailment.

The Condition, &c. That Whereas the above named *H. B.* before the Enſealing hereof hath Bailed and taken into Mainpriſe *K. A.* of, &c. in an Action of, &c. againſt him commenced by, &c. in the Compter as by the Records of the ſame Court may appear. If therefore, the above bound *K A.* his Heirs, Executors, Adminiſtrators and Aſſigns, or any of them Do at all and every time and times hereafter ſave and keep harmleſs the ſaid *H. B.* his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them his and their Lands, Tenements, Goods and Chattels, and every of them, of and from all and every Action and Actions, Suits, Condemnations, Judgments, Executions and Demands whatſoever to be had for or by reaſon of the ſaid Bailing or taking into Mainpriſe the ſaid *K. A.* Then, &c.

A Condition that a Son in Law and his Wife ſhall claim no further portion or Childs part.

The Condition of this Obligation is ſuch, That **Whereas** the above bound *A.S.* hath heretofore married *G.* one of the Daughters of the above named *N.C.* and the ſaid *N. C.* hath been pleaſed to give unto the ſaid *A. S.* 100 *l.* of Lawful Money of *England* for the Marriage Portion of the ſaid *G.* his Wife. **If therefore** the ſaid *A. S.* his Executors and Adminiſtrators ſhall at all times hold him and themſelves contented with the ſaid Portion, and ſhall not nor do not at any time hereafter claim, challenge or demand of and from the ſaid *N. C.* during his life, or after his death, or from his Executors or Adminiſtrators or out of the Eſtate of the ſaid *N. C.* any further or other Portion, Childs part, Sum or Sums of Money or other benefit; That then, &c.

A Condition not to revoke a Letter of Attorney.

The Condition of this Obligation is ſuch, That **Whereas** the above bound *S. P.* hath by his Letter of Attorney bearing date, &c. Authorized the above named *F.B.* to ask, demand and receive, and if need ſhall require to ſue and implead *T. A.* and *R.P.* their Executors and Aſſigns for the Sum of, &c. due and unpaid by the ſaid *T. A.* and *R. P.* for, &c. in *D.* aforeſaid now in his occupation by force of a Demiſe therefore made unto him by the ſaid *S. P.* for divers years yet enſuing. **If therefore** the ſaid *S. P.* ſhall not at any time hereafter revoke, fruſtrate or diſannull the ſaid Letter of Attorney. But if it ſhall and may be lawful to and for the ſaid *F. B.* at all times hereafter to ask, Levy, demand, receive and recover the aforeſaid Rent due and behind as aforeſaid according to the true intent and meaning of the ſaid Letter of Attorney; Then, &c.

A Condition for the performing of an Award ſubmitted unto by Rule of Court.

THe Condition of this Obligation is ſuch, That Whereas the Suit depending before the Kings Majeſty in His Majeſties Court of, &c. at *Weſtminſter* between, &c. was by Rule or Order of the ſaid Court dated, &c. with the conſent of the ſaid Parties referred to the final ending and determination of *H. H.* as in and by the ſaid Order more at large appeareth. If therefore they the within bound *T. C.* &c. their Executors, Adminiſtrators and Aſſigns, and every of them for his and their part in all things do well and truly ſtand to, obey and perform, fulfil and keep the Award, Order, Arbitrement, Determination and Judgment of the ſaid *H. H.* of upon and concerning the ſaid cauſe in variance between the ſaid Parties in his Majeſties Court of, &c. at *Weſtminſter*; That then, &c.

A Condition for ſaving harmleſs of ſeveral Sureties bound in ſeveral Bonds.

THe Condition, &c. That Whereas the above named *A. B. C. D.* at the ſpecial Inſtance and requeſt of the above bound *R. N.* and his Sureties ſtand jointly and ſeverally bound together with the ſaid *R. N.* in four ſeveral Obligations bearing date with the ſaid Preſents of ſeveral penal Sums of 200 *l.* apiece with ſeveral Conditions indorſed for the payment of 100 *l.* apiece unto the ſaid *W. N.* his Executors, Adminiſtrators and Aſſigns at the ſeveral days and places limited and appointed in the ſeveral Conditions as by the ſaid Obligations and Conditions thereof may appear. If therefore the ſaid *R. N.* his Executors, Adminiſtrators or Aſſigns, or any of them ſhall and do well and truly make payment of the ſeveral Sums afore mentioned. And alſo ſhall and will from henceforth well

well and ſufficiently ſave, defend, keep harmleſs and indempnified the ſaid *A. B. C. D.* and their Executors, Adminiſtrators and Aſſigns of and from all Actions, Coſts, Suits, Troubles, Damages and Demands which may ariſe by reaſon of the ſaid ſeveral Obligations entred into by them as aforeſaid: Then, &c.

A Condition not to claim a Marriage, nor proſecute a Precontract.

The Condition, &c. That **whereas** heretofore (*viz.*) in *Decemb.* 1676. there was a Sentence of Divorce given and had and yet is remaining in the Court of Audience between the within named *G. R.* by reaſon of a Precontract proved on the part and behalf of the ſaid *G. R.* as by the Records of the ſaid Court may appear. **And whereas alſo** the ſaid *M. H.* by the name of *M. H.* hath on the day of the date above written (for further ſatisfaction and confirmation of the ſaid Sentence of Divorce) before the Right Worſhipful *A. B.* Judge of the aforeſaid Court of Audience renounced all benefit of Appeal or Appeals, or other Proſecutions of the ſaid Cauſe touching the ſaid Decree and nullity of the ſaid Marriage between them the ſaid *G. R.* and the ſaid *M.* as aforeſaid had and propoſed. **And whereas alſo** the ſaid *G. R.* by his Deed indented bearing date the, &c. and in the, &c. made between the ſaid *G. R.* of the one part, and the ſaid *M. H.* by the name of *M. H.* of the other part did grant unto the ſaid *M. H.* by the name of Dame *M. H.* one Annuity or yearly Sum of, &c. of Lawful Money of *England* during her life as by the ſaid Indenture amongſt other things more at large it doth and may appear. **If therefore** the ſaid *M. H.* ſhall at any time hereafter ſtile or call her ſelf by the name of Lady *B.* or derive or aſſure to her ſelf any manner of title in name from the ſaid *G. R.* or ſhall at any time hereafter either by her ſelf or by any other Perſon or Perſons directly or indirectly moleſt, ſue, implead or trouble, or cauſe

cauſe to be cited the ſaid *G. R.* in or to any his Majeſty's Courts either in *England*, or in any other place belonging to the Kings Dominions for or concerning any Marriage or contract of Marriage had or ſuppoſed to be had heretofore betwixt the ſaid *G R.* and the ſaid *M. H.* or ſhall at any time hereafter ſeek further to queſtion on the nullity of the Marriage heretofore ended and adjudged in the ſaid Court of Audience, or in any other Court to the further vexation of him the ſaid *G. R.* **Then** if the ſaid *M. H.* the within bound alſo *G. H.* and *N. M.* or any of them, their or any of their Executors Adminiſtrators and Aſſigns do or ſhall within thirty days next after due proof thereof or of any part thereof made, and knowledge thereof given to the ſaid *M. H. G. H.* &c. or any of them, their or any of their Executors, Adminiſtrators and Aſſigns well and truly pay or cauſe to be paid unto the ſaid *R. G.* his Executors, Adminiſtrators or Aſſigns at or in the Rolls Chappel ſituate in *Chancery-Lane*, the Sum of, &c. of Lawful Money of *England*, He the ſaid *G. R.* his Heirs, Executors or Aſſigns paying unto the ſaid *M. H.* to her Aſſigns from henceforth and from time to time during her natural life the ſaid yearly Sum of, &c. according to the purport, limitation, contents and true meaning of the ſaid Deed indented without fraud or covin; That then this, &c.

A Condition to ſave harmleſs a Bail.

The Condition, &c. That **whereas** the within bound *W. C.* the day of the date within written was Arreſted in the Poultery-Counter, *London*, at the Suit of, &c. upon an Action of Treſpaſs, &c. **And whereas alſo** one *G. C.* and the within bound *J. C.* the day of the date hereof at the requeſt of the ſaid *W. C.* have Bailed him out of the ſaid Counter upon their Bonds, as in ſuch caſes is uſed as by the Records of the ſame Court appeareth. **If therefore** the ſaid *W. C.* his Executors, Adminiſtrators or Aſſigns at all times hereafter and from time to time do clearly acquit,

acquit, diſcharge, ſave harmleſs and indempnified the ſaid *G. C.* and *J. C.* or either of them, their Executors and Adminiſtrators, and every of them, and all their and every of their Goods and Chattels as well againſt the ſaid,&c. his Executors,Adminiſtrators, Succeſſors and Aſſigns or againſt all and every ſuch Perſon and Perſons or for and concerning the ſaid Account of,&c. and of every part thereof,and alſo of and from their ſaid Bond entered into by them as aforeſaid and of all Loſſes,Troubles, Suits, Damages, Condemnations, Judgments and Executions concerning the ſame; That then, &c.

A Condition to ſave a Man harmleſs that was a Surety for keeping the Peace.

The Condition, &c. That **Whereas** the above named *J. C.* and *A. B.* together with the above bound *R. P.* and for him the day of the date hereof have by Recognizance acknowledged to owe unto our Sovereign Lord the King Twenty Pound apiece, That the ſaid *R. P.* ſhall from henceforth for ever keep his Majeſty's Peace againſt one *W. B.* as by the ſaid Recognizance entred into and acknowledged as aforeſaid more at large appeareth. **If therefore** the ſaid *R. P.* his Heirs, Executors or Adminiſtrators at all times hereafter and from time to time do clearly acquit, releaſe, diſcharge, ſave harmleſs and indempnified the ſaid *J. C.* and *A. B.* their Executors and Adminiſtrators, and their Lands, Tenements, Goods, and every of them as well againſt our ſaid Sovereign Lord the Kings Majeſties, his Heirs, Succeſſors, Officers and Aſſigns as againſt all and every other Perſon and Perſons of or concerning the ſaid Sum or Sums of, &c. and every part and parcel thereof, and alſo of the ſaid Recognizance, and all Coſts, Loſſes and Troubles, Hurts, Suits, Extents, Condemnations, Judgments and Executions concerning the ſame; That then, &c.

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A Condition from a Bailiff or Steward to his Maſter to yield a juſt account of his Charge.

THE Condition, &c. That Whereas the above bound *G.* hath retained *C. H.* until, &c. next coming to be his Bailiff of his Mannor of, &c. and to take the Charge of the Corn, Hay, Stock of the Cattle and other Goods there. If therefore the ſaid *G. H.* ſhall and do for all the ſaid time well and faithfully ſerve the ſaid *G. L.* as his Bailiff and take care and charge of his Corn, and ſhall alſo from time to time yield and render a juſt and true account as well of and for the Corn, Hay, Stock of Cattle and other Goods of the ſaid *G. L.* which have or ſhall during his ſaid term come to his hands, charge, cuſtody or poſſeſſion, as alſo of and for the Rents, Iſſues, and Profits of the ſaid Mannors, Lands and Premiſſes as aforeſaid unto the ſaid, &c. his Executors, Adminiſtrators or Aſſigns according to the truſt repoſed in the ſaid *C. H.* by the ſaid *J. L.* as aforeſaid; That then, &c.

A Condition for the quiet enjoying of Lands diſcharged of all Incumbrances, and for performance of Covenants.

THE Condition of this Obligation is ſuch, That if the above bound *J. W.* his Heirs and Aſſigns ſhall and may from time to time and at all times hereafter peaceably and quietly have, hold and enjoy all that Meſſuage, &c. acquitted and diſcharged of and from all former Bargains, Sales, Charges and Incumbrances whatſoever had, made, done or ſuffered by the ſaid *N.* and *J.* and either of them or without any Let, Trouble, Eviction or Interruption of them the ſaid *N. J.* and their Heirs, Executors, Adminiſtrators and Aſſigns, or of any other Perſon or Perſons claiming by, from or under them, or by their

their means, conſent or procurement, and alſo if they the ſaid *N.* and *J.* ſhall and do from time to time and at all times hereafter well and truly obſerve, perform and keep all and every the Covenants, Articles and Agreements on their part to be performed, obſerved and kept contained in one pair of Indentures made between, &c. bearing date, &c. Then, &c.

A Condition not to play at any unlawful Game except for eight days after Chriſtmas.

The Condition, &c. That Whereas the above bound *J. K.* hath heretofore accuſtomed, frequented and uſed himſelf to play at Dice, Cards, Tables and other Games to his great charge, hindrance and loſs, ſo that by exerciſe, uſe and accuſtomable playing at theſe unlawful Games, the ſaid *J.K.* hath been like to fall and come into extream poverty and danger, for the avoiding of which ſaid evils the ſaid *J. K.* through the advice of his Friends hath agreed to be bound in the Sum of, &c. to abſtain and abſent himſelf from the Plays and Games aforeſaid, and of and from them and every of them for and during the term of ſeven years next enſuing the date above written. If therefore the ſaid *J. K.* ſhall at any time hereafter privately or openly during the ſaid term of ſeven years next enſuing play at any the ſaid unlawful Games of Cards, Dice or Tables, or any of them with any perſon or perſons whatſoever for any Sum or Sums of Money, or any other Goods or Chattels whatſoever (liberty of playing at Cards, Dice or Tables, for the ſpace of eight days yearly next after the Birth of our Lord God commonly called *Chriſtmas* during the ſaid ſeven years only excepted) That then, &c.

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A Condition to pay Money, if a Bargain do not proceed.

The Condition of this Obligation is such, That **Whereas** the above named *A. B.* did heretofore upon the entring into of certain Articles of Agreement made between, &c. for the bargain and purchase of Lands of the said *C.* in *H.* in the County of *L.* pay and deliver unto the said *C. D.* the Sum of, &c. as by the said Articles appeareth. **And whereas** the said *A. B.* before ensealing and delivery of the said Obligation paid and delivered unto the said *C. D.* the Sum of, &c. more at the request of the said *C. D* **If therefore** the above bound *C. D.* &c. and their Heirs, Executors, Administrators and Assigns, or any of them shall and do well and truly pay and satisfie unto the said *A. B.* his Executors, Administrators and Assigns the aforesaid Sum of, &c. in case the said Bargain be not proceeded in with effect. **And** if the said Bargain be proceeded in, **Then** if the said *C. D.* his Executors or Administrators do abate and allow unto the said *A. B.* his Executors and Administrators the said Sum of, &c. at and upon the, &c. That then, &c.

A Condition that a later Husband shall not intermeddle with the Portions of Children left by a former Husband.

The Condition of this Obligation is such, That **Whereas** by certain Indentures of Settlement bearing date the, &c. and made between, &c. wherein several Provisions have been made by the said *J. K.* deceas'd for *C. C.* concerning Portions and Sums of Money for *E.* and *L.* Daughters of the said *J. K.* and for their present Maintenance: If the above bounden *A. B.* (who had Married with *J K*'s Widdow) shall not nor will at all intermeddle

meddle with the ſaid Portions or Sums of Money, or the proceed thereof, nor receive any of the ſaid Moneys appointed for the ſaid Portions, and for the Maintenance of the ſaid *E.* and *L.* but ſhall and will permit and ſuffer *O.* late Wife of the ſaid *J. K.* and now Wife of the ſaid *A. B.* and ſuch as ſhe ſhall appoint, and ſuch other Perſons as are impowered or intruſted by the ſaid late *J. K.* wholly to diſpoſe of the ſame, and of the Lands out of which they are to be raiſed without any intermedling or interruption of or by him the ſaid *A. B.* Then, &c.

A Condition for faithfully Executing the Office of a Peny-Poſt Meſſenger.

THE Condition of this Obligation is ſuch, That Whereas the above named *W. B.* is impowred by the General Poſt-Office to carry out Letters into *Eſſex*, and to deliver them as they ſhall be directed, and to be accountable to the ſaid Office for ſuch Sum and Sums of Money as he ſhall receive for the ſame. And whereas the ſaid *W. B.* hath intruſted the above bounden *D. H.* to carry out ſuch Letters in the ſaid County of *Eſſex*, and to deliver them to ſuch Perſons and in ſuch Places as they ſhall be directed three times in the Week Weekly. If therefore the ſaid *D. H.* ſhall and do diligently, carefully and faithfully carry and convey or cauſe to be carried and conveyed ſuch Letters as he ſhall be intruſted withall to ſuch Perſons, and in ſuch Places on the days and times three times in the Week Weekly as they ſhall be directed, and ſhall and do from time to time make and give unto the ſaid *W. B.* a true and juſt account as often as he ſhall be thereunto required of all ſuch Sum and Sums of Money as he the ſaid *D. H.* ſhall receive, or any Perſon for him for ſuch Letters as he ſhall carry out or cauſe to be carried out as aforeſaid, or otherwiſe ſhall and do ſave harmleſs, and keep indempnified him the ſaid *W. B.* his Executors and Adminiſtrators of and from all Actions, Suits, Troubles, Damages and Demands what-

whatſoever touching or concerning the ſame: Then this Obligation to be void, &c.

A Condition to ſave the Aſſignor of a Bond harmleſs from Actions to be brought in his Name.

THE Condition of this Obligation is ſuch, That if the above bounden *A. B.* his Executors or Adminiſtrators ſhall and do from time to time and at all times ſave, keep harmleſs and indempnified the above named *C. D.* his Executors and Adminiſtrators, and his and their Lands, Tenements, Goods and Chattels of and from all Coſts and Charges of or for the Proſecution of any Action or Actions, Suit or Suits to be brought in his or their Name or Names upon one Bond or Obligation (and ſo recite the Bond and Condition briefly) and of and from all Coſts or Charges which may be recovered againſt the ſaid *C. D.* his Executors or Adminiſtrators in any ſuch Action or Actions, Suit or Suits, by reaſon of any Non-ſuit or otherwiſe, and of and from all Coſts and Charges of defending or proſecuting any Suit or Suits in any Court or Courts of Equity or elſwhere of, for and concerning the ſaid Obligation, or for or concerning any matter or thing whatſoever any way relating to the ſaid Bond or to any thing to be done thereupon, or any way relating to the ſaid Debt due from the ſaid, &c. or any Security taken for the ſame, the benefit of which ſaid Security is aſſigned over to the ſaid *A. B.* Then, &c.

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A Condition of a Bond given to the Queen to perform the Office of Diſtributor of Stampt Vellum, Parchment and Paper, and Collector of the Duties ariſing thereupon.

THE CONDITION, &c. That the ſaid *E. C.* (the Obligor) ſhould duly execute the ſaid Office, and give a juſt account in writing of all ſuch Vellum, Parchment and Paper mark'd and ſtampt according to a late Act of Parliament made in the fifth year of the Reign of their late Majeſties King *William* and Queen *Mary* intitled an Act, &c. that ſhould be delivered to the ſaid *E. C.* or to any other Perſon or Perſons by his directions, and alſo of all ſuch Sum and Sums of Money as he or any Perſon or Perſons imployed under him ſhould from time to time Collect for the Duty charged upon the ſame, and alſo for the ſaid Vellum, Parchment and Paper in caſe the ſame ſhall be provided by the Commiſſioners of the Stamp-Office, and pay all ſuch Sum and Sums of Money ſo to be Collected at ſuch time and place as the ſaid Commiſſioners or any other Perſon or Perſons thereunto lawfully Authorized ſhall direct and appoint, and ſhall from time to time and at all times obſerve, perform and obey all ſuch Orders, Rules and Directions as the ſaid *E. C.* ſhall from time to time receive from the Lords Commiſſioners of their ſaid late Majeſties Treaſury, or her Majeſty's late Lord Treaſurer for the time being, the Under-treaſurer of her Majeſties Court of Exchequer, the Commiſſioners for putting the ſaid Act in Execution for the time being, or any Perſon or Perſons under them, or any of them for that purpoſe lawfully appointed, and ſhall on requeſt return unto the ſaid Commiſſioners for the time being, or to ſuch Perſon or Perſons as they ſhould for that purpoſe appoint, all ſuch Vellum, Parchment and Paper as ſhall remain in his

hands undiſpoſed of in good and plight condition for Sale: Then this Obligation, &c.

A Condition to deliver up Writings after a Mortgage paid off.

THE Condition, &c. Whereas, (and ſo briefly recite the Mortgage.) If therefore after full payment made of the ſaid Sum of, &c. the above bounden *A. B.* his Executors, Adminiſtrators or Aſſigns, ſhall and will upon requeſt in that behalf deliver or cauſe to be delivered up unto the above named *C. D.* his Heirs or Aſſigns all the Deeds, Evidences and Writings touching the ſaid Mannor, Lands and Premiſſes mentioned in the Schedule indented to the Counterpart of the ſaid Mortgage Deed, ſafe and uncancelled, for and notwithſtanding any willing act or thing by him the ſaid *A. B.* his Executors or Aſſigns in the mean time to be made, done or committed to the contrary together with that part of the ſaid Indentures that is under the Hand and Seal of the ſaid *C. D.* together with one Obligation of the penalty of, &c. entred by the ſaid *C. D.* for performance of the Covenants, Payments and Agreements therein contained on the part and behalf of the ſaid *C. D.* his Heirs, Executors and Adminiſtrators, to be paid and performed, he the ſaid *C. D.* his Heirs and Aſſigns then delivering up unto the ſaid *A. B.* his Executors or Aſſigns the part of the ſaid Indentures that is under the Hand and Seal of the ſaid *A. B.* to be Cancelled and made void: Then, &c.

Creditor

Creditor and Debtor.

A Letter of Licenſe.

TO all Chriſtian People to whom theſe Preſents ſh all come, We whoſe Names and Seals are here under ſubſcribed and ſet being Creditors of *J. H.* &c. ſend Greeting: Whereas the ſaid *J. H.* &c. aforeſaid ſtands bound and is ſeverally indebted unto us the ſaid Creditors in divers and ſundry Sums of Money as by ſeveral Obligations and Writings under his Hand and Seal unto us ſeverally made, or otherwiſe it doth and may appear. Now know ye, That we the ſaid Creditors for divers good and charitable cauſes and conſiderations us eſpecially moving have given and granted and by theſe Preſents do give and grant our full Licenſe and liberty unto the ſaid *J. H.* freely, quietly and peaceably to go about, attend and negotiate all his Affairs, Buſineſſes and Cauſes whatſoever he hath or may have in any wiſe as well within the City of *London*, as all other Cities and Liberties whatſoever at all and every time and times from henceforth for and during the ſpace of three years to begin at, &c. next enſuing the date hereof without any let, diſturbance, moleſtation, ſtay, arreſt, Attachment or Suit of his Perſon, or of his Goods, Chattels, Moneys, Merchandizes or Appurtenances whatſoever by us or any of us his ſaid Creditors, or by the Executors or Adminiſtrators of us or any of us on this ſide or within the ſpace of three years ſhall, do, move, promote, practiſe or attempt, or cauſe to be in any means or manner of Act or Acts, Thing or things to be done, moved, promoted, practiſed, or attempted againſt the ſaid *J. H.* his Goods, Chattels, Moneys, Merchandizes or any other of his things whatſoever. Then we his ſaid Creditors do not only a-

gree to grant this our preſent Licenſe and liberty to the ſaid *J. H.* for the payment of his Debts; **But alſo** every one of us for his part do by theſe Preſents freely and clearly releaſe, acquit, remit and forgive unto the ſaid *J. H.* all and every ſuch Sum and Sums of Money as the ſaid *J. H.* at this time doth give and ſtand indebted unto us for; *In Witneſs*, &c.

A Letter of Licenſe that the Debtor ſhall not be moleſted until Default be in payment of the Compoſition-money.

TO all to whom this preſent Writing ſhall come, We the Creditors of *A B.* of, &c. whoſe Hands and Seals are here under put ſend Greeting: **Whereas** the ſaid *A. B.* is ſeverally indebted unto us in ſeveral Sums of Money under our ſaid Names reſpectively mentioned, which we conceive and believe that by reaſon of his many Loſſes he is not able to pay unto us, nor hereafter can without an abatement of ſome part thereof, and reſpite of time to him made and given, and we further believing that his honeſt and true intent is to ſatisfie unto us the reſidue of our ſaid Debts according to our ſuch abatement made, and time given, do every one of us ſeverally and reſpectively for himſelf and for his ſeveral Executors (and not jointly, nor one for another) Covenant, grant, conclude, condition and agree to and with the ſaid *A. B.* by theſe Preſents to abate, remit and forgive him the ſaid *A.* his Executors and Adminiſtrators the moiety or one half part of the ſaid Debts and Sums of Money he now oweth unto us ſeverally and reſpectively, and to accept and take the other moiety or half thereof in full ſatisfaction and diſcharge of the whole at the days and in manner following (that is to ſay) The one half of the ſaid moiety or, &c. (not hereby remitted) at or before, &c. and the other half, &c. And we

we the ſaid Creditors ſeverally and reſpectively do hereby give and grant to him the ſaid *A. B.* his Executors and Adminiſtrators free liberty and licenſe with his and their Goods, Wares, Chattels, and Cattel to dwell, abide, paſs, repaſs, travel and trade into and from any Town and Towns, and Place and Places while and until default ſhall be made in the ſaid payment, or either, without any Action, Suit, Arreſt, Seizure, Attachment, Stop or Moleſtation whatſoever of any of us reſpectively or his reſpective Executors, Adminiſtrators or Aſſigns, and that in caſe any one of us, our Executors Adminiſtrators and Aſſigns contrary to this our Agreement and Licenſe ſhall ſue, arreſt, attach, ſeize, ſtop, moleſt or hinder him the ſaid *A. B.* his Executors, Adminiſtrators, or his or their Goods, Wares, Chattels or Cattle, or any of them for all or any part of the ſaid Debts now to us owing while and until default be made in payment thereof as aforeſaid. That then every ſuch one of us as ſhall ſo do, and his Executors and Adminiſtrators ſhall for ever forfeit and loſe all his ſaid Debt, and the ſaid *A. B.* his Executors and Adminiſtrators ſhall be freely and wholly acquitted, releaſed and Diſcharged thereof for ever by theſe Preſents. *In Witneſs*, &c.

Eccleſiaſtical Inſtruments.

A Qualification for a Noblemans Chaplain.

UNiverſis & ſingulis preſentes literas inſpecturis ſive quos infraſcripta tangunt ſeu tangere poterint in futurum *Thomas* Dominus *Darcey* Baro de *Chick* ſalutem. Noveritis me prefatum *Thomam* Dominum *Darcey*, &c. de vitæ probitate, morum integritate & ſacrarum literarum ſcientia, de quibus *Johannem Carey* Clericus mihi commendatus exiſtit ipſum *Johannem Carey* in numerum Capellanorum meorum domeſticorum ad deſerviendum mihi circa divina officia infra ædes meas celebranda aſſumpſiſſe, aggregaſſe, aſciviſſe & admiſiſſe, eumque in Capellanum meum domeſticum aſſumere, aggregare, aſciſcere & admittere per preſentes Quarum vigore libere liceat & licebit eidem *Thomæ Carey* Capellano meo omnia & ſingula Previlegia, Beneficia, Libertates, Preheminentias & Immunitates Capellanis Baronum & Procerum in Statutis & Legibus hujus inclyti Regni *Angliæ* quoquomodo conceſſa & elargita conſequi pariter & obtinere ad omnem juris effectum inde ſequi valentem illudque univerſitati veſtræ atteſtandum fore duxi opportunum, ſicque atteſtor per preſentes dat. ſub manu, ſigilloque meo ad arma primo die *Maii* Anno Domini 1679. Annoque Regni Regis *Caroli* ſecundi triceſimo ſecundo.

A Grant for a Preſentation to a Church for the firſt Turn and next Avoidance.

UNiverſis, &c. Noveritis me *A. B.* &c. dediſſe & conceſſiſſe *C. D.* &c. Advocationem & Patronatum Eccleſiæ Parochialis de *W.* in Diæc. *Lincoln* & proximam præſentationem ad eandem Eccleſiam pro una & prima vice duntaxat qua eandem Eccleſiam poſt dat. præſentium proxime vacari contigerit. Ita quod bene licet & licebit eidem *C. D.* cum dicta Eccleſia proxime qualitercunque vacaverit idoneam perſonam ad eandem illa vice preſentare (ſalvis & reſervatis mihi præfato *A. B.* & heredibus meis advocatione & patronatu ejuſdem Eccleſiæ aliis temporibus quoquo modo vacare contingentibus) dat. &c.

A Grant of an Advowſon and Glebe-land in Fee, with a recital of the Grantors Title.

UNiverſis, &c. *A. B.* miles ſalutem Cum *J. D.* nuper per ſcriptum ſuum geren dat. tali die & anno conceſſerit mihi præfato *A. B.* Advocationem Eccleſiæ Parochialis de *N. Ciceſtren.* Diæc. in Com. *Suſſex.* ac unam rodam terræ Glebalis ejuſdem Eccleſiæ cum ſuis pertinentiis habend. & tenend. dictam advocationem & Glebam cum ſuis pertinentiis mihi præfato *A. B.* Heredibus & Aſſignatis meis ac donationem & preſentationem earundem quoties & quando vacare contigerit imperpetuum & ad libitum mei prædicti *A. B.* præſentandi idoneam perſonam ad Eccleſiam prædictam cum Gleba & ſuis pertinentiis prout in prædicto ſcripto inde confect. evidentius poterit apparere. Noveritis me igitur præfatum *A. B.* dediſſe conceſſiſſe & hoc preſenti ſcripto meo confirmaſſe *C. D.* & *E. F.* Advocationem Eccleſiæ Parochialis ſupradict. ac dictam rodam terræ Glebalis ejuſdem Eccleſiæ cum ſuis pertinentiis habend. & tenend.

eaſdem Advocationem & Glebam cum ſuis pertinentiis ac donationem & præſentationem earundem quoties & quando vacaverit imperpetuum præfatis *C. D.* & *E. F.* heredibus & Aſſignatis ſuis & ad libitum eorum idoneam perſonam ad dictam Eccleſiam cum Gleba & ſuis pertinentiis preſentand'. Et ego vero præfatus *A. B.* & heredes mei prædictam advocationem & Glebam cum ſuis pertinentiis ac donationem & preſentationem earundem quoties & quando vacavar. præfatis *C. D.* & *E. F.* Heredibus & Aſſignatis ſuis ad eorum libitum idoneam perſonam ad dictam Eccleſiam cum Gleba & ſuis pertinentiis præſentandi ut ſuperius declaratum eſt contra omnes gentes imperpetuum Warantizabimus imperpetuum. In cujus rei teſtimonium, &c.

An Inſtrument for the Union of Vicaridges or other ſmall Livings or Benefices.

E *Dvardus* permiſſione divina *Norvicen.* Epiſcopus dilecto nobis in Chriſto *E. F.* Clerico in artibus Magiſtro Vicario perpetuæ Vicariæ Eccleſiæ Parochialis de *K.* in Com. *Norff.* noſtrarum *Norvicen.* Diæc. & Juriſdictionis ſalutem & gratiam, cum (ut informamur) Vicaria Eccleſiæ Parochialis de *M.* prædicta fructus, redditus, proventus, decimæ & Emolumenta Eccleſiaſtica valorem annuum ſeptem librarum octo ſolidorum trium denariorum & unius oboli legalis monetæ *Angliæ* non excedunt, adeo tenues & exiles ſunt ut ad congruam ſuſtentationem Vicarii ibidem pro tempore exiſten. juxta Clericalis ordinis decenciam & aliorum ordinum eidem incumbenti ſupportationem minime ſufficiant nec ſufficere poterint in futurum. Cumque etiam Vicaria Eccleſiæ Parochialis de *K.* prædicta eidem Vicariæ de *M.* admodum vicina & contigua, videlicet, infra unius milliarii ſpatium exiſtat cujus quidem Vicaria Eccleſiæ Parochialis de *K.* prædicta fructus, redditus, proventus, decimæ & Emolumenta Eccleſiaſtica valorem annuum ſex librarum, duodecim ſolidorum, quinque denariorum & unius oboli legalis

galis monetæ *Angliæ* non excedunt, propter tenuitatem vicinitatem & exiguitatem earundem vicariarum & alias cauſas coram nobis propoſitas per nos previo examine debite approbatas præfatam Vicariam Eccleſiæ Parochialis de *K.* cum ſuis Juribus membris & pertinentiis univerſis præfatæ Vicariæ Eccleſiæ Parochialis de *M.* durant. tua incumbentia in eadem Vicaria de *M.* & quamdiu ſueris Vicarius ibidem & non aliter authoritate noſtra Ordinaria quatenus in nobis eſt, & Jura & Statuta hujus inclyti Regni *Angliæ* & non aliter neque alio modo **Unimus**, annectimus & incorporamus per preſentes **Ita** quod in præfatam Vicariam Eccleſiæ Parochialis de *M.* prædicta una cum dicta Vicaria de *K.* unius tantummodo Beneficii nomine quamdiu ſueris Vicarius ejuſdem Vicariæ de *M.* retinere fructuſque reditus & proventus utriuſque Vicariæ (debitis & congruis earundem ſupportatis oneribus) recipere & in tuos uſus & utilitatem convertere, & applicare libere & licite poſſis & valeas contrariis Ordinationibus Eccleſiaſticis non obſtantibus Proviſo nihilominus quod idoneum Curatum habeas & conſtituas authoritate noſtra Ordinaria licentiandum & approbandum qui Plebem ejuſdem Parochiæ in qua non reſidebis inſtruat & informat ſi facultates ejuſdem Beneficii talem Curatum ſuſtinere commode poſſe nobis videbitur. In cujus rei teſtimonium ſigillum noſtrum Epiſcopale præſentibus appoſuimus dat. &c.

A Mandate *to the Archdeacon, or his Official to induct a Rector of a Pariſh Church upon the preſentation of the Patron.*

Gilbertus, &c. &c. Arch'no *Suff.* ejuſve Officiali cuicunque ſalutem Cum Nos dilectum noſtrum *Gulielmum Robinſon* Clericum in Artibus Magiſtrum ad Rectoriam Eccleſiæ Parochialis de *Soham* Monachorum in Comitatu *Suffolcienſi* noſtrarum *Norvicenſi* Diæc. & Juriſdictionis per mortem naturalem *Thomæ Williamſon* Clerici ultimi Incumben. ibidem dudum (ut dicitur) vacantem ad quam per *Edmundum Carter* generoſum verum & indubitatum (ut dicitur) Patronum ejuſdem pleno Jure ſpectantem nobis præſentatus extitit admiſerimus, Ipſumque Rectorem ejuſdem ac in & de eadem inſtituerimus canonice & inveſtiverimus cum ſuis Juribus membris & pertinentiis Univerſis Vobis igitur conjunctim & diviſim committimus & firmiter injungendo Mandamus quatenus eundem *Gulielmum Robinſon* Clericum ſeu Procuratorem ſuum legitimum ejus nomine, ac pro eo in realem actualem & corporalem poſſeſſionem ipſius Rectoriæ & Eccleſiæ Parochialis de *Soham* Monachorum prædicta juriumque & pertinentium ſuorum univerſorum inducatis inducive faciatis & inductum defendatis. Et quid in premiſſis feceritis Nos aut Vicarium noſtrum in Spiritualibus generalem aut alium Judicem in hac parte competentem quemcunque debite certificetis cum ad hoc congrue fueritis requiſiti; In cujus rei Teſtimonium ſigillum noſtrum Epiſcopale preſentibus appoſuimus Datum, &c.

A Mandate to induct upon the Collation of the Biſhop.

Johannes, &c. Cum nos Rectoriam ſive Eccleſiam Parochial. de *D.* in Com. *N.* &c. per Ceſſionem *S. C.* Clerici ultimi incumbentis ibidem dudum vacan. ac ad noſtram donationem & collationem pleno jure ſpectan. dilecto nobis in Chriſto *N. W.* Clerico in Artibus Magiſtro contulerimus intuitu Charitatis, Ipſumque Rectorem ejuſdem Eccleſiæ Parochialis ac in & de eadem canonice inſtituerimus & inveſtiverimus uti per alias literas noſtras patentes ſibi inde factas & conceſſas plenius liquet & apparet. Vobis igitur conjunctim & diviſim committimus ac firmiter injungendo **Mandamus** quatenus memoratum *N. W.* ſeu ejus **Procuratorem** legitimum quemcunque vice & nomine ſuis ac pro eo in realem actualem & corporalem poſſeſſionem dictæ Eccleſiæ Parochialis de *D.* Juriumque & pertinentium ſuarum univerſorum inducatis & imponatis ſeu ſic induci & imponi faciatis. Et quid in premiſſis feceritis **Nos** aut Vicarium noſtrum in ſpiritualibus generalem aut alium Judicem in hac parte quemcunque competentem debite certificetis cum ad hoc congrue fueritis In cujus rei Teſtimonium ſigillum noſtrum Epiſcopale præſentibus appoſuimus; Dat. primo die menſis *Aprilis* Anno Domino 1670. & noſtræ Conſecrationis Anno decimo.

A Letter of Attorney to exhibit a Will and Inventory, and take Adminiſtrations, and to account.

PAreat univerſis per preſentes quod ego Dominus G. Comes S. ac filius naturalis & legitimus Domini G. nuper Comitis S. defunct. habentis dum vixit & mortis ſue tempore bona Jura ſive credita in diverſis Diæc. ſive Juriſdictionibus dilectos mihi in Chriſto C.G.C.F. W.T. E.L. & J. notarios publicos almæ Cur. Cant. de Arch. *London* Procuratores generales meos veros certos legitimos & indubitatos Procuratores, actores, factores negotiorumque meorum geſtores & nuncios ſpeciales ordino facio & conſtituo per preſentes doque & concedo eiſdem procuratoribus meis conjunct. & eorum cuilibet per ſe diviſim poteſtatem generalem & mandat. ſpecial. pro me & nomine meo coram Cur. Prerog. Cant. mag. Cuſtod. ſive Commiſſario ejuſdem ſurrogato aut alio Judice in hac parte competenti quocunque comparendi meque a perſonali comparitione excuſandi ac con. & cauſas abſentiæ meæ hujuſmodi allegand. proponend. & probandum teſtamentumque ſive ultimam ſolutionem dicti def. inſcript. reduct. exhibendi & adminiſtr. omnium & ſingulorum bonorum Jur. & Creditorum ejuſd. def. una cum teſt. & ultima voluntate hujuſmodi annex. mihi committi petend. & obtinend. Juramentumque tam de fideli adminiſtrac. omn. & ſingulorum bonorum jurium & Creditorum hujuſmodi per me obeund. quam de fideli inventario nec non plano & vero Comp. calculo & ratiocinio omnium & ſingulorum bonorum jurium & creditorum hujuſmodi per me reddid. ei exhibend. pro loco & tempore congruis & opportunis in animam meam ſubeund. & præſtand'. Inventorium etiam & compotum calculum ſive rationem hujuſmodi nomine meo exhibend. & introducend', ac me ab ulteriori comp. bonorum jurium & Creditorum hujuſmodi redditione dimitti petend. & obtinend.

beneficium

beneficium inſuper abſolutionis a quibuſcunque ſuſpenſionis excommunicationis vel interdict. ſummis in me qualitercunque talis mihi impendi petend. & obtinend. & quodcunque Juramentum de Jure in ea parte requiſitum in anim. preſtand. & ſubeund'. Et general' omnia & ſingula alia faciend exercend. & expediend. quæ in premiſſis aut circa ea neceſſaria fuerint ſeu quomodolibet opportuna etiam, ſi mandat. de ſe magis exigant ſpeciale quam ſuperius eſt expreſſum. Promittoque me ratum gratum & firmum perpetuo habiturum totum & quicquid dicti procuratores mei fecerint ſeu eorum aliquis fecerit in hac parte ſub hypotheca & obligatione omnium & ſingulorum bonorum meorum & in ea parte cautionem expono per preſentes. In cujus rei Teſtimonium ſigillum exemptæ Juriſdictionis præbendarii Prebend. de *B.* preſentibus apponi procuravi. Et nos Præbendarius ante dictus ad ſpecialem rogatum dicti conſtituend. ſigillum noſtrum hujuſmodi preſentibus appoſuimus Datum, &c. Anno, &c.

An Inventory.

The Inventory of the Goods and Chattels of *B. A.* of *C.* in the County of *D.* Yeoman deceaſed made and proved by *E. F. G. H. J. K.* and *L. M.* the firſt day of *May* in the thirtieth year of the Reign of our Sovereign Lord *Charles* the Second, *Annoq*; *Dom.* 1678.

Imprimis, in ready Money, &c. and ſo on naming the Goods. And then ſubſcribe the ſame Inventory with the Names of the Appraiſors in the preſence of ſufficient Witneſſes thus,

Per nos E. F. G. H. I. K. and L. M.

An

A Grant of, &c. *An Advowſon of a Parſonage.*

REX, &c. ſalutem. Sciatis quod nos, &c. dedimus & conceſſimus ac per preſentes damus & concedimus dilectis ſervientibus noſtris *B. A.* & *D. C.* Ar. primam, &c. (ut ſupra) Eccleſiæ Parochialis (or if it be a Vicarage) Vicariæ perpetuæ Eccleſiæ de *N.* in Com. noſtro *Kanc. Cantuarien.* Diæc. & nr'i patron. pleno jure exiſten. vel in jure Coronæ noſtræ vel ratione ducatus noſtri *Lancaſt.* vel ex conceſſione *B. A.* hac vice tantum, &c. Habend. & tenend. præd. primam, &c. præf. *B. A.* & *D. C.* conjunctim vel diviſim aut eorum aſſignatis & eorum cuilibet authoritate præfat. doni & conceſſionis noſtræ unum aliquem idoneum virum ad dictam Eccleſiam dioceſano ejuſdem aut alio Judice in ea parte competenti præſentare cum primo & proxime præfata Eccleſia (ut præferrur) per mortem reſignationem, privationem, ceſſionem ſeu quacunque alia Ratione vacare contigerit. Ac omnia alia & ſingula quæ circa premiſſa neceſſaria fuerint, ſeu quomodo libet opportuna perագere & implere tam bene libere ac integre quam nos ipſi perageremus, ſi preſens conceſſio noſtra præf. *B. A.* & *D. C.* facta non fuiſſet. In cujus rei teſtimonium, &c.

A Collation or Donation of a Chappel.

UNiverſis Chriſti fidelibus, &c. *A. B.* &c. ſalut. & ſinceram in domino Charitat cum capella libera de *R.* dictæ diæceſis jam vacare & ad meam donationem pleno jure ſpectare dignoſcit. Noveritis me prædict. Capell. cum omnibus ſuis juribus & pertin. univerſis dilecto mihi in Chriſto *C. R.* Clerico viro tam probo quam literato donaſſe & conceſſiſſe ac tenore preſentium ipſum *C* in Corporalem poſſeſſionem dictæ capellæ cum pertin. inducere. In cujus rei Teſtimonium, &c.

Lawyers

Letters of Adminiſtration by the Archbiſhop of Canterbury *when the Deceaſed's Goods lye in ſeveral Counties.*

J. Providentia Divina C. Archiepiſcopus totius *Angliæ* Primas & Metropolitanus dilecto nobis in Chriſto præobili viro Domino *Gilb.* Comiti moderno *S.* filio naturali & legitimo Domino *G.* nuper Comit. *S.* & Comitis Mariſalli *Angliæ* præclarique ordinis Garterii Milit. def. ſalutem, Cum idem Dominus *G.* def. habens dum vivit & mortis ſuæ tempore bona jura ſive credita in diverſis Diæc. ſive juriſdictionibus ſuum dum egit in humanis rite & ligitime condiderit teſtament. ſuum in ſe continens ultimam volunt. in quo ſive qua *T. T.* & *T. H.* Armig. filios ſuos naturales & legitimos nominaverit ordinaverit fecerit & conſtituerit Executores, Qui quidem Executores ex certis cauſis animos ſuos in hac parte juſte movend. oneri executionis dicti teſtamenti expreſſe renunciaverunt cujus pretextu omnium & ſingulorum bonorum jur. & Credit. ante dict. def. plenaria diſpoſitio Adminiſtrationiſque eorund. Commiſſio Nec non Comp. calculi ſive racocinii Adminiſtrationis hujuſmodi audit. finaliſque liberatio ſive dimiſſio ab eadem ad nos ſolum & in ſolidum & non ad alium nobis inferiorem Judicem notorie dignoſcuntur pertin. nos vero affect. ut bona jura & Credita dicti def. bene & fideliter adminiſtrent. dictumque teſtament. permiplet. ſuumque debitum ſortiatur effect. ad adminiſtrand. igitur bona jura & credita hujuſmodi juxta tenorem & effectum teſtamenti ſupradicti præſentibus annex. ac bene & fideliter diſponend. de eiſdem Nec non Credita quecunque dict. def. petend. colligend. ſervand. & exigend. quæ ad eundem def. dum vixit & mortis ſuæ tempore pertinuerunt Ac primo de ſolvend. æs alienum in quo idem def. hujuſmodi mortis ſuæ tempore extitit obligat. deinde legata in dicto teſtament. præſentibus ut præfert. annex. content. & ſpecificat. quaten. bona jura & credita ſua hujuſmodi ad hoc extendant juxta ratam eorundem

dem tibi de cujus fidelitate in hac parte confidimus, primitus de bene & fideliter adminiſtrando eadem ac de pleno & fideli inventario omnium & ſingulorum bonorum jurium & creditorum hujuſmodi conficiend. & illud in Cur. prærogativæ noſtræ *Cant.* tertio die poſt Feſtum Aſcenc. Domini noſtri prox. futur. exhibend'. Nec non de pleno & vero compoto calculo ſive ratiocinio in ea parte reddend. ad ſalutem Dei Evangel. imperoſa noſtri C. G. notarii publici procuratoris tui in hac parte conſtitut. jurat. plenam tenore preſentium committimus poteſtatem. Teque adminiſtratorem omnium & ſingulorum bonorum jurium & creditorum hujuſmodi ordinamus, deputamus & conſtituimus per preſentes. Dat. *London* decimo tertio die menſis *Maii* Anno &c.

Another Adminiſtration from the Archbiſhop of York.

JAcob. Providentia Divina *Eborum* Archiepiſcopus *Angliæ* Primas & Metropolitanus dilecto nobis in Chriſto prænobili viro G. Comiti moderno S. filio naturali & legitimo C. nuper Comitis S. ac Comitis Mareſcballi *Angliæ* præclarique ordinis Garterii Milit. def. ſalutem in domino cum dilectus noſter B J. Legum Doctor. Curiæ Prærogativæ noſtræ *Eborum* Commiſſarius rite & legitime preſedens ex certis cauſis coram eo ex parte tua allegatis & propoſitis & ex aliis juſtis & legitimis cauſis ſe & animum ſuum in ea parte moventibus ad petitionem partis tuæ Litteras Adminiſtrationis omnium & ſingulorum bonorum jurium & creditorum quæ fuerunt dicti def. in & per totam Provinciam noſtram *Eboram* exiſten. alias nobili mulieri Dominæ Comitiſſæ S. viduæ relictæ dicti Domini G. def. per commiſſarios noſtros curiæ noſtr. prædict. S. conceſſas revocand. fore decreverit & revocaverit ac pro revocatis ad omnem juris & facti effectum exinde quovis modo ſequi volen. haberi voluerit declaraverit & pronunciaverit. Nec non ad petitionem partis tuæ adminiſtra-

tionem

tionem omnium & ſingulorum bonorum jurium & creditorum quæ fuer. ipſius def. infra Provinciam noſtram *Eborum* exiſten. ſalutem non legitime adminiſtrat. tibi de novo committend. fore decreverit, ac etiam tibi in perſona *J. S.* notarii publici procuratoris tui in hac parte legitime conſtitut. coram eo in forma juris primitus jurat. commiſer. (Juſtitia id poſcens) Tibi igitur de cujus fidelitate plurimum in Domino confidimus adminiſtrationem omnium & ſingulorum bonorum jurium & creditorum quæ fuerunt dicti def. infra Provinciam *E.* exiſten. habentis dum vixit & mortis ſuæ tempore bona notabilia in diverſ. Dioceſ. ſive juriſdictionibus infra Provinciam *Eborum* cujus prætextu omnium & ſingulorum bonorum jurium & creditorum ante dicti defunct. plenaria diſpoſitio adminiſtrationiſque eorundem commiſſio, Nec non compoti calculi ſive ratiocinii adminiſtrationis hujuſmodi finaliſque ab eadem liberatio ſive diſmiſſio ad nos ſolum & in ſolidum & non ad ullum alium Judicem notorie dignoſcuntur pertinere plenarie etiam committimus. Teque adminiſtratorem de & in eiſdem bonis cæteriſque premiſſis præficimus, ordinamus & deputamus per preſentes onerantes te in virtute jurament. tui prædict. quatenus plenum verum & fidele Inventar. omnium hujuſmodi bonorum conficias & nobis in Curia noſtra prædicta circa Feſtum Aſcenſionis Domini noſtri proximum futurum poſt datum preſentium exhibeas debitaque Ipſius defunct in quibus tempore mortis ſuæ effectualiter tenebatur juxta juris in ea parte exigenc'. Nec non legata in teſtamento preſentibus annex. contenta & ſpecificata juxta facultates bonorum bene & fideliter perſolvas. Nec non compotum calculum ſive ratiocinium de & ſupra adminiſtrationem tuam prædictam in Curia noſtra prædicta reddas cum ſuper hoc fueris evocatus. Ac nos & omnes & ſingulos officiar. & miniſtros noſtros quoſcunque indemnem & indemnes verſus quoſcunque ratione præmiſſorum conſerves ſalvo jure cujuſque. Dat. *Ebor.* ſub ſigillo officii noſtri Prærogativæ præd. decimo die menſis *Januarii* Anno Dom. 1675. Et noſtr. tranſ. ad Archiepiſc. *Eb.* Anno, &c.

A Grant of the next Preſentation.

OMnibus in Chriſto fidelibus ad quos hoc preſens ſcriptum Indentat. pervenerit *G. S.* de, &c. Armig. verus & indubitatus Patronus Eccleſiæ Parochialis de *N.* in *Coven.* & *Litchfield* Dioceſſ. Salutem in Domino ſempiternam. Sciatis me præfat. G. Patronum antedictum ex certis bonis cauſis & conſiderationibus me ad hoc ſpecialiter moventibus dediſſe conceſſiſſe & confirmaſſe, Ac per preſentes pro me heredibus Executoribus & Adminiſtratoribus meis dare concedere & confirmare *J. B.* Rectori prædict. Eccleſiæ Parochialis de *N.* Clerico Executoribus Adminiſtratoribus & Aſſignat. ſuis primam & proximam advocationem nominationem donationem preſentationem liberamq; diſpoſitionem & jus Patronatus dictæ Eccleſiæ Parochialis de *N.* prædict. pro prima & proxima advocatione ejuſdem poſthac tantum Ita quod bene licebit eidem *J. B.* Executoribus Adminiſtratoribus & Aſſignat. ſuis quamcunque perſonam habilem & idoneam ad dictam Eccleſiam Paroch. de *N.* prædictæ pro hujuſmodi prima & proxima advocatione cum per mortem reſignationem ceſſion. dimiſſion. permutation. privation. ſeu amotion. vel aliquo alio quocunque modo primo & proximo poſthac vacaverit ſeu vacare contigerit loci illius Ordinario Dioceſano aut alii cuicunque poteſtatem & authoritatem in hac parte habenti libere & licite nominare & preſentare atque de jure Patronatus ejuſdem Eccleſiæ Parochialis pro dicta prima & proxima vacatione poſt datum preſentium plene libere atque integre diſponere ac cætera omnia & ſingula in hac parte atque in & circa præmiſſa neceſſaria ſeu quomodolibet requiſita facere exercere & perimplere in tam amplis modo & forma prout quemadmodum ego prædict. *G.* Patronus antedictus facere & perimplere poſſem vel Heredes & Aſſignati mei facere & perimplere poſſent ſi hac præſens donatio & conceſſio mea pro dicta prima & proxima vacatione eidem *J. B.* ecu

ecut. Adminiſtrat. vel Aſſign. ſuis facta non fuiſſet abſq; aliqua reclamatione reſcriptione impetitione contradictione moleſtatione vel impedimento meo dict. G. Patron. antedict. Hered. Executor. Adminiſtrat. Aſſign. meorum vel eorum alicujus. Et ego præfat. G. S. pro me & heredibus meis convenio & concedo præfato J. B. Executor. & Aſſign. ſuis quod ego præfat. G. S. ante primum diem, &c. proxime ſequen. poſt dat. preſentium. quod ad propria opera & expenſa in lege præfat. J. B. propter majorem ſecuritatem & ſecuritates, &c. prædict. proxime advocationis nominationis donationis preſentationis libere diſpoſitionis & Juris Patronatus dictæ Eccleſiæ Parochialis de N. prædict. proxima vice tantum levabo finem ſur conceſſit præfat. J. B. in debita juris forma cum Proclamationibus ſecundum formam in hoc caſu proviſ. de prædict. prima & proxima vacatione nominatione donatione preſentatione libera diſpoſitione & jure Patronatus prædict. Eccleſiæ Parochialis de N. prædict. habend. & tenend. eandem primam & proximam vacationem præfat. J.B. Executoribus Adminiſtrat. & Aſſig. ſuis pro illa unica vice & proxima advocatione tantum. Et declaratum eſt per preſentes Quod omnes & quilibet fines infra tempus prædict. levand. per me prædict. G.S. præfato J.B. de Advocation. Eccleſ. præd. pro illa vice & turno tantum ſtabunt & erunt & intendebatur & intenditur quod ſtabunt & erunt ad opus uſum & commodum prædict. ill' J. B. Executor. & Adminiſtrat. ejus. In cujus rei Teſtimonium uni parti preſentium remanere in cuſtodia prædict. J. B. Ego prædict. G. ſigillum meum apoſui; Alteri vero parti preſentium remanen. mecum præfat. G. prædictus J. B. ſigillum ſuum appoſuit. Datum, &c.

Articles made upon the ſaid Grant that if the Grantees Son ſhall ſurvive his Father and ſhall not be qualified, then to releaſe.

WHereas the ſaid *G. S.* by his Deed indented bearing date with theſe Preſents hath given and granted to the ſaid *W. B* his Executors, Adminiſtrators and Aſſigns, the firſt and next Advowſon, Donation, *&c.* Now theſe Articles Witneſs, and the ſaid *J. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth Covenant and grant to and with the ſaid *G. S.* his, &c. that if it ſo happen that *W. B.* Son of the ſaid *J. B.* ſhall ſurvive him the ſaid *J. B.* and ſhall not at the time of the deceaſe of the ſaid *J. B.* be qualified to be preſented to the ſaid Pariſh Church of *N.* that the Executors, Adminiſtrators or Aſſigns of him the ſaid *J B.* ſhall and will at or upon the reaſonable requeſt, Coſts and Charges of the ſaid *G. S.* his Heirs or Aſſigns, or any of them to be made after the deceaſe of the ſaid *J. B.* ſurrender, deliver up, or aſſign over the ſaid Deed of Indenture to him the ſaid *G. S.* his Heirs or Aſſigns, or to ſuch other perſon or perſons as he the ſaid *G. S.* his Heirs or Aſſigns ſhall thereunto nominate or appoint, and all his the ſaid *J. B*'s Eſtate, Right, Title, Intereſt, Claim and demand of it, and to the ſaid next preſentation of, in, or to the ſaid Pariſh Church of *N.* in ſuch manner and form as by the Counſel Learned in the Law, &c. *G. S.* Covenants that he hath power to make the Grant.

The Form of a Preſentation by reaſon of Exchange between the Rectors.

REverendo in Chriſto Patri *W.* permiſſione Divina Herefordienſi Epiſcopo, &c. veſter humilis & devotus filius *A. B.* Armig. obedientiam & honorem tanto Patri debitam. Cum Reverendi viri *N. T.* Eccleſiæ Parochialis de *A.* Norvicenſ Dioceſſ. & *C. D.* Eccleſiæ Parochialis de *B.* veſtri Dioceſſ. Rectores intendant (ut aſſeræ-tur) beneficia ſua prædicta certis & legitimis ex cauſis ipſos ad hoc moventibus (dum tamen quorum intereſt. conſenſus & authoritas intervenerint in hac parte) ad invicem canonice permutare Ego igitur ad permutationem hujuſmodi faciend. meum prebens aſſenſum & concenſum præfat. *N. T.* ad dictam Eccleſiam de *A.* prædict. veſtræ Dioceſſ. meiq; Patronatus, Paternitati veſtræ reverendæ ex cauſa permutationis hujuſmodi prædict. unam & non aliter nec alio modo preſento per preſentes humiliter ſupplicans quatenus ipſum *N.T.* ad dictam Eccleſiam de *B.* admittere ipſumq; Rector. ex cauſa hujuſmodi permutationis canonice inſtituerem eadem cum ſuis juribus & pertinentiis univerſis cæteraque peragere quæ veſtro in hac parte incumbant Officio Paſtor. dignemini cum favore. In cujus rei,&c.

A Qualification for a Chaplain.

OMnibus Chriſti fidelibus ad quos hoc preſens ſcriptum pervenerit *A. B.* ſalutem in Domino. Noveritis me præfat. *N. B.* recepiſſe & admiſiſſe dilectum mihi in Chriſto Clericum ob ipſius vitæ & morum integritatem ſanam Doctrinam & alia virtutum merita quibus Deus Opt. Maximus ingnivit in Capellanum meum Domeſticorum ad effectuliter conſequend' omnia & ſingula privilegia Gratias Libertates & proventias Capellanorum Epiſcoporum Procerum

cerum & Baronum hujus Regni Angliæ per ſtatutum Parliamenti ejuſdem Regni indult. & conceſſ. aggregeſſe. Quocirca hoc univerſitatæ veſtræ atteſtatum & declaratum eſſe volumus per preſentes. In cujus rei Teſtimonium.

A Reſignation of a Parſonage.

IN Dei nomine, Amen. Coram vobis Notario publico publica & authentica perſona ac Teſtibus fide dignis hic preſentibus. Ego *A. B.* Rector & Incumbens Eccleſiæ Parochialis de *L.* in Com. *H.* & Dioceſſ. *S.* volens & aſſertans ex certis cauſis & conſiderationibus veris juſtis & legitimis me in hac parte ſpecialiter moventibus ab onere cura & regimine dictæ meæ Rectoriæ de *N.* & pertinentiis ejuſdem exui penitus & exonerari eandem Rectoriam meam & Eccleſiam Parochialem prædictam una cum ſuis juribus membris & pertinentiis univerſis in manus Reverendo Patris permiſſione divina *R.* Epiſcopo loci illius ordinarii & Dioceſſani ejus Vicarii in Spiritualibus ſeu alterius cujuſcunque hanc meam reſignationem admittend. poteſtatem habentis vel habitur. non vi vel metu coactus nec dolo malo ad id inductus nec aliqua ſiniſtra machinatione circumventus ſed ex certa ſcientia animo deliberato & ſpontanea voluntate meis pure ſimpliciter & abſolute reſigno ac re & verbo vacuam dimitto; Juri quoque titulo & poſſeſſioni meis in eadem Rectoria ſuæ Eccleſiæ Parochialis una cum ſuis Juribus membris & pertinentiis univerſis præhabitis & hactenus mihi competentibus omnibus & ſingulis renuncio eiſdemque cedo & ab iiſdem recedo totaliter & expreſſe in hiis ſcriptis. In cujus, &c.

The

The Form of an Inventory and Adminiſtrators Accounts in the Prerogative Court.

AN Inventory of all and ſingular the Goods, Chattels and Debts of *T. D.* late of, *&c.* taken, valued and appraiſed the 31 day of *Auguſt*, in the year of our Lord God 1667 by *W. G T. G.* and *H. S.* as followeth.

Summa totalis hujus Invent. lxxxxix. xv *s.* ii *d.*

Debts due and owing to the Deceas'd at the time of his Death, which are receiv'd by the Adminiſtrator of the ſaid Deceas'd.

Impr. receiv'd of, *&c.*

Summa Debitor. Receptor. cxcii *l.* vi *d. ob.*

Item, the Adminiſtrator doth declare that there are ſeveral Debts due and owing from ſeveral Perſons to the Eſtate of the ſaid Deceas'd, ſome whereof are ſperate, and ſome deſperate, which are not come to the hands and poſſeſſion of the Adminiſtrator, and therefore doth not hereby charge himſelf therewith, the Particulars follows, (*viz.*)

Summa Debitor. non. Receptor.

The Accompt of *S. S.* Adminiſtrator of all and ſingular the Goods, Chattels and Debts of *T. D.* late of, &c. made by him as well of ſuch Goods, Chattels and Credits of the ſaid Deceas'd which he hath receiv'd, as alſo of what Debts of the ſaid Deceas'd he has paid, and Moneys he has neceſſarily laid out and expended in and about adminiſtring the Eſtate of the ſaid Deceas'd follows.

The Charge :

Impr. the Accomptant chargeth himſelf, *&c.*

Summa Onerationis. ccxci *l.* xv *s.* vi *d.* *ob.*

Item, this Accomptant declareth that whereas he hath likewiſe ſet forth in the aforeſaid Inventory a particular of what Credits with the Creditors Names of the ſaid Deceas'd both ſperate and deſperate yet unreceived that he will charge himſelf therewith when he ſhall receive the ſame, and not before.

The Diſcharge :

Impr. this Accomptant craves Allowance of the ſeveral Sums of Money hereafter mentioned by him paid and expended in and about the Demandants Eſtate.

Item, this Accomptant craves allowance of the Sum of 90 *l.* Lawful Money of *England*, which is due and owing by the ſaid Inteſtate upon Bond to this Accomptant.

Summa Exonerationis ccxxxxii *l.* xii *s.* vi *d.*

Conditions

Conditions, &c. if the Wife die before the Husband, to pay 200 l. *to whom ſhe* E. B. *ſhall appoint. If ſhe die leaving Iſſue, then* 700 l. *between* W. P. *and* E. B. *Daughters to the Wife; if ſhe ſurvive, then* 700 l. *to her.*

WHereas there is a Marriage intended, &c. and in conſideration thereof it is promiſed and agreed between them, as alſo by the ſaid *W. P.* to and with the ſaid *E. B W. T.* and *J. J* that if and in caſe the ſaid *E. P.* ſhall happen to die before him the ſaid *W. P.* without Iſſue then living, that then and in ſuch caſe he the ſaid *W. P.* his Heirs, Executors and Adminiſtrators, or ſome of them ſhall and will freely, fully and abſolutely give and pay, or cauſe to be paid to ſuch perſon and perſons all and every ſuch Sum and Sums of Money (in the whole not exceeding 200 *l.*) as ſhe by any Writing under her Hand and Seal by her ſhall on ſuch behalf any time limit or appoint or deſire without any account, reſtitution or recompence afterwards to be in any wiſe had or made to him or his Heirs, Executors or Adminiſtrators of or for the ſame or any part thereof, and that if ſhe die before him leaving Iſſue, that he will give ſuch Iſſue 700 *l.* of, &c. and alſo that if and in caſe ſhe happen to ſurvive him then and in ſuch caſe, he his Heirs, Executors and Adminiſtrators, or ſome of them ſhall and will within ſix Months after well and truly pay, or cauſe, &c. to her or her Executors or Adminiſtrators the full and juſt ſum of 700 *l.* of, &c. Now if he the ſaid *W. P.* his Heirs, Executors and Adminiſtrators, or any of them do and ſhall truly and faithfully give and pay, or cauſe to be paid all and every of the Sum or Sums of Money to ſuch perſon and perſons, and in ſuch manner and form to all intents and purpoſes, that as he, they and any of them ſhould or ought as aforeſaid, and according to the true intent and meaning of all and any of the ſaid Premiſſes and agreement, without any deceit or delay. Then, &c.

Covenants.

Annuity was granted out of Lands, one purchaſeth part of the Lands, and the Grantee of the Annuity Covenants that he will not diſtrain upon that part of the Lands purchaſed.

THis Indenture made the, &c. between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, Witneſſeth, whereas *T G.* the Elder of, &c. and *F. G.* Son and Heir apparent of the ſaid *T. G.* by their Deed Indented bearing date, &c. did give, grant and confirm unto one *G. A.* of, &c. one Annuity or Annual Rent of, &c. going forth and to be receiv'd of all their Lands, Tenements and Hereditaments, with their Appurtenances ſituate, lying and being in, &c. to be had, held, and yearly received to and by the ſaid *E. A.* his Heirs and Aſſigns at two Terms in the year, (that is to ſay) &c. the firſt payment thereof to begin upon the Feaſt of, &c. then next following after the date of the ſaid Indenture, Provided that if the ſaid Annuity or yearly Rent were behind and unpaid in part or in the whole after any of the ſaid Feaſts on which the ſame was by the ſaid Indenture limited and appointed to be paid, that then and ſo often it ſhould be lawful to and for the ſaid *G. A.* his Heirs and Aſſigns into all and ſingular the ſaid Lands, Tenements and Hereditaments, with their Appurtenances, and every part and parcel thereof to enter and diſtrain, and the Diſtreſs there found to take, carry away, impound and detain until the ſaid Annuity or Annual Rent, and the Arrearages thereof if any were, with the Damages, Coſts and Charges by that means ſuſtained were fully ſatisfied and paid unto

Recital of the Grant of the Annuity.

unto the ſaid *G. A.* his Heirs and Aſſigns, as in and by the ſaid Deed Indented relation being thereunto had more at large it doth and may appear. **And whereas** alſo the Eſtate, Right, Title and Intereſt of the ſaid *G. A.* of, in, and to the ſaid Annuity or Annual Rent of, is by good and lawful Conveyance come and conveyed to and inveſted in the ſaid *A. B.* and his Heirs. **Now this Indenture Witneſſeth**, That the ſaid *A. B.* doth by theſe Preſents for himſelf, his Heirs, Executors and Adminiſtrators Covenant and grant unto the ſaid *C. D.* his Heirs, Executors and Aſſigns, that if he the ſaid *A. B.* his Heirs, Executors or Aſſigns, or any other perſon or perſons whatſoever claiming in, by, from or under him the ſaid *A. B.* his Heirs or Aſſigns, or by his or their aſſent, conſent or procurement ſhall or do at any time or times after the date of theſe Preſents diſtrain or take, cauſe or procure to be taken any Diſtreſs or Diſtreſſes for the ſaid Annuity or Annual Rent, or for any part or parcel thereof, or for any the Arrearages of the ſame in or upon any the Lands, Tenements and Hereditaments of the ſaid *A. B.* which he the ſaid *A. B.* hath heretofore purchaſed of the ſaid *T. G. D. G.* or either of them, that then the ſaid Annuity or Annual Rent ſhall ceaſe and be void in the Law to all intents, conſtructions and purpoſes whatſoever. (*Covenant from* A. B. *that he will not take a Diſtreſs upon the ſaid Lands.*) *Covenant*, That he the ſaid *A. B.* his Executors or Aſſigns neither ſhall nor will take any Judgment for any Coſts or Damage, or take any other advantage or benefit by *retorno Habendo*, or by any other way or means whatſoever for any Nonſuit or diſcontinuance hereafter to be made of any *Replevin* now depending at the Suit of *J. H.* Leſſee of the ſaid *C.* againſt the ſaid *A. B.* or againſt any other Perſon or Perſons whatſoever for any Diſtreſs or Diſtreſſes heretofore for the ſaid Annuity or Annual Rent, or any part or parcel thereof, or any the Arrearages of the ſame: And alſo that neither he the ſaid *A. B.* his Executors or Aſſigns, nor any other Perſon or Perſons by his aſſent, conſent or procurement ſhall or will from henceforth proſecute or cauſe

cauſe to be proſecuted any Suit or Suits heretofore commenced or depending for or about any Diſtreſs or Diſtreſſes for the ſaid Annuity or Annual Rent or any part or parcel thereof, or any Arrearages of the ſame. *In Witneſs*, &c.

Covenants not performed in time, yet further time and liberty given without advantage of Forfeiture.

WHereas in and by certain Articles of Agreement Indented bearing date the, &c. in the year of the Reign of, &c. and made or mentioned to be made by and between *J. M.* of, &c. of the one part, and *W. E.* of, &c. *C. D.* of, &c. and *A L* of, &c. therein named of the other part: In which ſaid Articles amongſt other things there are divers Covenants on the part of the ſaid *W. E.* contained for performance of divers matters and agreements within certain limited times in the ſaid Articles comprized, as in and by the ſaid recited Articles, Reference being thereunto had may more fully appear. And whereas by reaſon of laps of time they the ſaid *W. E.* &c. cannot perform the above mentioned Covenants in ſuch wiſe as in and by the ſaid recited Articles is in their behalfs as aforeſaid Covenanted. Now theſe Preſents Witneſs that the ſaid *J. M.* for himſelf, his, &c. doth Covenant and agree to and with the ſaid *W. E.* &c. and every of them, their, and every of their Executors and Adminiſtrators that if they the ſaid *W. E.* &c. their Executors and Adminiſtrators do and ſhall from henceforth proceed and go on to perform all and every the Covenants, Payments and Agreements on their parts and behalfs to be performed in the ſaid recited Articles comprized in ſuch caſe as if the ſaid recited Articles were made and dated of the ſame day and year with theſe Preſents, that then and in ſuch caſe the ſaid *J. M.* his Executors or Adminiſtrators ſhall not and will not ſue, proſecute or implead or take advantage

advantage of any Forfeiture againſt them the ſaid *W.E.* &c. of or by reaſon of any paſt-omiſſion, or non-performance of any ſuch the Covenants or Agreements as aforementioned to be hitherto omitted or not performed. *In Witneſs*, &c.

Fines.

A Fine ſur conceſſit *of a Mannor, and other Places.*

Lincoln.ſſ PRæcipe B R. & M. *uxori ejus quod juſte, &c. teneant* B. E. *generoſo convencionem, &c. de Manerio de* P. *cum pertin. ac de centum acris terræ quinquaginta acris prati & quadraginta acris paſturæ cum pertin. in* P. *Et niſi, &c.*

Et eſt concordia talis, ſcilicet, quod prædict. *M.* & *R.* conceſſerunt prædicto *B.* præd. Manerium & tenementa cum pertin. habendum & tenendum prædicta Manerium & tenementa cum pertin. prædicto *B.* a feſto Annunciationis Beatæ *Mariæ* Virginis prox. præterit. uſque finem termini ſexaginta & novem annorum extunc prox. ſequen & plenar. complend. abſque impetitione alicujus vaſti reddend. inde annuatim prædictis *M.* & *R.* & heredibus ipſius *M.* unum granum piperis ad Feſtum Sancti *Michaelis* Archangeli ſi petatur. Et prædicti *M.* & *R.* & heredes ipſius *M.* War. prædicto *B.* prædictum Manerium & tenementa cum pertin. ſicut prædictum eſt contra prædictos *M.* & heredes ipſius *M.* toto termino prædicto. Et pro hac, &c.

Capt. & cognit. xxix die Octobris anno regni Domini *Caroli* 2di viceſimo ſecundo coram *A. B. C. D.*

Lincoln.

Lincoln. ſſ. PRæcipe S.J. *generoſo &* D. *uxori ejus quod juſte &c. teneant* L. H. *&* M. J. *conventionem, &c. de medietate viginti acrarum prati & quinque acrarum paſturæ cum pertinentiis in* L. *Et niſi, &c.*

Et eſt concordia talis, ſcilicet, quod prædict. *S. J.* & *D.* recognoverunt prædictam medietatem cum pertin. eſſe jus ipſius *L.* ut illam quam iidem *L.* & *M. J.* habent de bono prædictorum *S. J.* & *D.* & illi remiſerunt & quiet. clam. de ipſis *S. J.* & *D.* & heredibus ſuis præfat. *L.* & *H. M.* & heredibus ipſius *L.* imperpetuum. Et præterea iidem *S. J.* & *D.* conceſſerunt pro ſe & heredibus ipſius *S.* quod ipſi warran. prædictis *L. H.* & *M.* & heredibus ipſius *L.* prædictam medietatem cum pertin. contra prædictos *S. J.* & *D.* & heredes ipſius *S.* ac contra hered. *S. M.* defunct. matris ipſius *S. M.* defunct. Avi prædict. *S.* ac contra omnes alios clamantes per prædictos *S. J.* & *D. S.* & *S.* aut eorum aliquem imperpetuum. Et pro hac, &c.

Capt. & cognit. (ut ſupra.)

Lincoln. ſſ. PRæcipe G. J. *Armigero &* E. *uxori ejus* M. J. *Generoſo &* C. K. *Generoſo quod juſte, &c. ten.* L. J. *Militi & Baronetto conventionem, &c. de manerio de* B. *cum pertin. ac de viginti Meſſuagiis ſex cottagiis, tribus molendinis, uno columbar', quatuor gardinis, ſeptem pomariis, quingent. acris terræ, quadraginta acris boſci, centum & quinquaginta acris jampnorum & bruere, ſexaginta ſolidat. reddit. duorum caponum & coia' paſturæ pro omnimodis averiis cum pertin. in* D. *alia, &c.* S. H. B *&* L. *magna. Et niſi, &c.*

Et eſt concordia talis, ſcilicet, quod prædict. *G. J.* & *E. M. J.* & *C.* recogn. prædict. manerium tenementa reddit. & communia paſturæ cum pertin. eſſe jus ipſius *L. J.* ut ill' quæ idem *L. J.* habet de dono prædict. *G. J.* & *E. M. J.* & C. & ill' remiſerunt & quiete clamaverunt de ipſis *G. J.* & *E. M. J.* & C. & heredibus ſuis prædict. *L. J.* & hered. ſuis imperpetuum. Et præterea iidem *G. J.* & *E.* conceſſerunt pro

pro ſe & heredibus ipſius G. quod ipſi Warr. prædict. *L. J.* & heredibus ſuis prædictum manerium tenementa reddit. & communiam paſturæ cum pertin. contra prædictos G. *J.* & E. & heredes ipſius G. imperpetuum. Et ulterius idem *M. J.* conceſſit pro ſe & heredibus ſuis quod ipſi Warr. præd. *L. J.* & hered. ſuis prædict. manerium tenementa reddit. & communiam paſturæ cum pertin. contra prædict. *M. J.* & heredes ſuos imperpetuum. Et etiam idem C. conceſſit pro ſe & heredibus ſuis quod ipſi Warr. prædict. *L. J.* & heredibus ſuis prædictum manerium tenementa reddit. & communiam paſturæ cum pertin. contra prædict. C. & heredes ſuos imperpetuum. Et pro hac, &c.

Capt. & cognit.
(ut ſupra.)

Staff. ſſ. PRæcipe T. R. *generoſo &* A. *uxori ejus quod juſte, & c. teneant* W. R. *convencionem, & c. de Manerio de* F. *cum pertin. ac de ſeptem meſſuagiis tribus cottagiis, duobus columbariis, tribus gardinis, duobus pomariis, centum & triginta acris terræ, quadraginta & quinque acris paſturæ & communia paſturæ pro omnibus averiis cum pertin. in* F. *ateciam de advocatione Eccleſiæ de* F. *Et niſi, &c.*

Et eſt concordia talis, ſcilicet, quod prædict. *T.* & *A.* recogn. prædicta manerium tenementa & Communiam paſturæ cum pertin. ac advocationem prædictam eſſe jus ipſius *W.* ut ill' quæ idem *W.* habet de dono prædictorum *T.* & *A.* Et ill' remiſerunt & quiete clamaverunt de ſe & heredibus ſuis prædict. *W.* & heredibus ſuis imperpetuum. Et preterea iidem *T.* & *A.* conceſſerunt pro ſe & heredibus ipſius *A.* quod ipſi Warr. prædict. *W.* & heredibus ſuis prædictum manerium tenementa & communiam paſturæ cum pertin.

ac advocationem prædictam contra omnes homines imperpetuum Et pro ac, &c.

Capt. & cognit. viceſimo nono die *Januarii*, anno regni Regis *Caroli* ſecundi decimo tertio coram me *Orl. Bridgeman.*

Lincoln. ff. PRæcipe C. R *Armigero*, C. E. *Sacræ Theologiæ Doctori &* C. E. *Armigero &* M. *uxori ejus, quod juſte, &c. teneant* D G. *militi conventionem, &c. de manerio de* H E *cum pertin. ac de Scitu manerii de* H. E. *cum pertin aceciam decem Meſſuagiis, decem Cottagiis, decem gardinis, quinque pomariis, centum acris Terræ, quadraginta acris Prati, centum acris Paſturæ, quadraginta acris Boſci, Cur. let. Cur. Baron & Viſ franc pleg cum pertin. in* H E. G.S. H. E. P. *&* T. *Ac de rectoria de* P. *cum pertin. Ac de omnibus & omnimodis decimis oblationibus obventionibus penſionibus & portionibus eidem Rectoriæ ſpectan. ſive pertin. aceciam de advocatione Vicariæ Eccleſiæ de* P. *Et niſi, &c.*

Et eſt concordia talis, ſcilicet, quod prædict. *C. C.* & *C.* & *M.* recogn. prædicta manerium ſcitum tenementa Cur. Let. Cur. Baron. Viſ. franc. pleg. Rectoriam decimas oblationes, obvenciones, penciones & porciones cum pertin. ac advocationem prædictam eſſe jus ipſius *D. G.* ut illa quæ idem *D. G.* habet de dono prædictorum *C. C.* & *C.* & *M.* Et illa remiſerunt, & quiete clamaverunt de ſe & heredibus ſuis præd. *D.G.* & heredib. ſuis imperpetuum. Et præterea idem *C. R.* conceſſit pro ſe & hered. ſuis quod ipſi War. præd. *D.G.* & heredibus ſuis prædicta manerium ſcitum tenementa Cur. Let. Cur. Baron. Viſ. Franc. pleg. Rectoriam decimas, oblationes, obventiones, penciones, & portiones cum pertin.

ac

ac advocationem prædictam contra prædict. *C. E.* & heredes ſuos imperpetuum. Et etiam iidem *C.* & *M.* conceſſerunt pro ſe & heredibus ipſius *M.* quod ipſi Warr. prædicto *D. G.* & heredibus ſuis prædicta manerium ſcitum tenementa Cur. Let. Cur. Baron. Viſ. Franc. pleg. Rectoriam decimas, oblationes, obventiones, pentiones & porciones cum pertin. ac advocationem prædictam contra prædictos *C.* & *M.* & heredes ipſius *M.* imperpetuum. Et pro hac, &c.

Capt. & cognit. &c.

Leiceſt. ſl. *Præcipe* W. T. *quod juſte, &c. teneat* P. C. *Armigero, &* S. T. *generoſo, Con. &c. de medietate trium Meſſuagiorum unius columbar. unius gardini, duorum Pomariorum, triginta acrarum terræ, centum acrarum prati, quinquaginta acrarum paſturæ, ſexdecim acrarum boſci, & centum acrarum Jampnorum & bruere cum pertin. in* G. *alias* O. L. *Ac de medietate medietatis Manerii de* G. *cum pertin. Et niſi, &c.*

Et eſt concordia talis, ſciliet, quod prædictus *W. T.* recogn. prædictas medietates cum pertin. eſſe jus ipſius *P.* ut ill' quæ iidem *P.* & *S.* habent de dono prædict. *W. T.* Et ill. remiſit & quiete clamavit de ſe & heredibus ſuis prædict. *P* & *S.* & heredibus ipſius *P.* imperpetuum. Et præterea idem *W. T.* conceſſit pro ſe & heredibus ſuis quod ipſi Warr. prædict. *P.* & *S.* & heredibus ipſius *P.* prædictas medietates cum pertin. contra prædict. *W. T.* & heredes ſuos imperpetuum. Et pro hac, &c.

Capt. & cognit. &c.

London. ff. PRæcipe K. I. *Militi & Baronetto &* S. *uxori ejus, quod juſte, &c. teneant* D. E. *Conventionem &c. de decem Meſſuagiis cum pertin. in Parochia ſancti* P. *alias* P. *Et niſi, &c.*

Et eſt concordia talis, ſcilicet, quod prædict. *K.* & *S.* recogn. prædicta meſſuagia cum pertin. eſſe jus ipſius *D.* ut ill' que idem *D.* habet de dono prædictorum *K.* & *S.* Et illa remiſerunt & quiete clamaverunt de ſe & heredibus ſuis prædict. *D.* & heredibus ſuis imperpetuum. Et præterea iidem *K.* & *S.* conceſſerunt pro ſe & heredibus ipſius *K.* quod ipſi Warr. prædicto *D.* & heredibus ſuis prædicta meſſuagia cum pertin. contra prædictos *K.* & *S.* & heredes ipſius *K* & contra hered. *K. J.* Militis patris prædict. *K J.* & *T. J.* Armigeri avi prædict. *K.* Baronetti defunctorum ac contra omnes alios clamantes per prædictos *K. J.* & *T. J.* aut eorum aliquem imperpetuum. Et pro hac, &c.

Capt. & cognit. (ut ſupra.)

Leiceſt. ff. PRæcipe B. E. *Armigero quod juſte, &c. teneat* B. T. *Generoſo Conventionem, &c. de decem Meſſuagiis, mille acris Mariſci Friſci cum pertin Rectoria de* S. *cum pertin Nec non omnibus & omnimodis decimis oblationibus, obventionibus, pentionibus & emolumentis quibuscunq; provenien. ſeu renovan. de & in* S. *prædict. ſpectan. pertin. Ac etiam de Advocatione de* S. *Et niſi, &c.*

Et eſt concordia talis, ſcilicet, quod prædictus *B. E.* recogn prædicta tenementa Rectoriam decimas, oblationes, obven tiones, portiones & emolumenta cum pertin. ac advocatio nem prædictam eſſe jus ipſius *B. T.* ut ill' quæ idem *B.* habet de dono prædict. *B E.* Et ill' remiſit & quiete clama vit de ſe & heredibus ſuis prædict. *B. T.* & heredibus ſu imperpetuum. Et preterea idem *B. E.* conceſſit pro ſe heredibus ſuis quod ipſi Warr. prædicto *B. T.* & heredibu ſuis prædicta tenementa Rectoriam decimas, oblationes, o

venci

venciones, portiones & emolumenta cum pertin. ac advociones, portiones contra prædictum *B. E.* & heredes ſuos imperpetuum. Et pro hac, &c.

Capt. & cognit. (ut ſupra.)

Lincoln. ſſ. PRæcipe B. W. *generoſo &* K. *uxori ejus, quod juſte, &c. teneant* M. J. *generoſo Convencionem, &c. de quinque Meſſuagiis, tribus Gardiniis, duobus Pomariis, centum acris Terræ, Viginti & ſex acris Prati, centum & viginti acris Paſturæ, trigint acris Boſci, prima veſturâ viginti acrarum prati, & Communia Paſturæ pro undecim averiis & ſeptingentis ovibus cum pertin. in* N. B. *Et niſi, &c.*

Et eſt concordia talis, ſcilicet, quod prædict. *B.* & *K.* recogn. tenementa prædicta Veſturam & Communiam paſturæ, cum pertin. eſſe jus ipſius *M.* ut ill' quæ idem *M.* habet de dono prædictorum *B.* & *K.* Et illa remiſerunt & quiete clamaverunt de ſe & heredibus ipſius *B.* prædict. *M.* & heredibus ſuis imperpetuum. Et preterea iidem *B.* & *K.* conceſſerunt pro ſe & heredibus ſuis quod ipſi Warr. prædict. *M.* & heredibus ſuis prædicta tenementa Veſturam & Communiam paſturæ cum pertin. contra prædictos *B. K.* & heredes ipſius *B.* imperpetuum. Et pro hac, &c.

Capt. & cognit. (ut ſupra.)

Lincoln. ſſ. PRæipe R. J. *Baronetto &* S. *uxori ejus, quod juſte, &c. teneant* L. J. *Militi & Baronetto convencionem, &c. de quinque Meſſuagiis, decem Gardinis, viginti acris paſturæ, ſex acris prati, & quatuor acris Jampnorum & bruere & coi'am paſturæ pro omnibus averiis cum pertin. in* S. *Et niſi, &c.*

Et eſt concordia talis, ſcilicet, quod prædict. *R. J.* & *S.* recogn. prædicta tenementa & communiam paſturæ cum pertin. eſſe jus ipſius *L. J.* ut ill' quæ idem *L.* habet de dono prædictorum *R. J.* & *S.* Et ill' remiſerunt & quiete clama-

verunt de ſe & heredibus ipſius *R. J.* prædict. *L. J.* & heredibus ſuis imperpetuum. Et preterea iidem *R. J.* & *S.* conceſſerunt pro ſe & heredibus ipſius *R. J.* quod ipſi Warr. prædict *L. J.* & heredibus ſuis prædicta tenementa & coi'am paſturæ cum pertin. contra prædictos *R. J.* & *S.* & heredes ipſius *R. J.* Ac contra heredes *R. J.* Militis & Baronetti defunct. patris prædict. *R. J.* ac contra heredes *R. J.* ac contra heredes *R. J.* Armigeri defuncti avi prædicti *R. J.* ac contra heredes *R. S.* generoſi proavunculi prædict. *R. J.* defunct. proavi prædict. *R.* Ac contra omnes alios clamantes per prædictos *R. J. R J. R. J. S.* & *R.* aut eorum aliquem imperpetuum. Et pro hac, &c.

Capt & cognit. (ut ſupra)

Ebor. ſſ. *Præcipe* W. D *Domino* F. *de* D. B. W. *Armigero* & F. *uxori ejus*, & W. E. *quod juſte, &c. ten.* T. E. *convencionem, &c. de maneriis de* S. T. K. & H. *alias, &c cum pertin. Ac de ſcitibus nuper Monaſterii de* T. & B. *cum pertin. Necnon de centum Meſſuagiis, centum Cottagiis, decem toftis, duobus molendinis ventriticis, centum gardinis, viginti pomariis, mille acris terræ, ſexcentis acris prati, mille acris paſturæ, centum acris boſci, mille acris Jampnorum & bruere ſexcentis acris Mariſci, Coiam paſturæ pro omnibus averiis libera piſcaria in aqua de* F. *Cur. Let. Cur. Baron. & Viſ. Franc pleg cum pertin in* S. T. K. & H. *Et niſi, &c*

Et eſt concordia talis, ſcilicet, quod prædict. *W.* Domnio *F. B W.* & *W. E.* recogn. prædicta maneria, ſcitus, tenementa, Communiam paſturæ piſcariam Cur. Let. Cur. Baron. & Viſ. Franc. pleg. cum pertin. eſſe jus ipſius *T E.* ut ill' quæ idem *T. E* habet de dono prædictorum *W.* Domino *F. B.W.* & *W. E.* Et illa remiſerunt & quiete clamaverunt de ſe & heredibus ſuis prædict. *T E* & heredibus ſuis imperpetuum. Et præterea idem *W.* conceſſit pro ſe & heredibus ſuis quod ipſi Warr. prædict' *T. E.* & heredibus ſuis prædicta maneria, ſcitus, tenementa Communiam paſturæ piſcariam Cur' Let. Cur'

Cur' Baron' & Vis' Franc' pleg' cum pertin' contra prædictum *W.* & heredes ſuos imperpetuum. Et ulterius idem *B.* & *F.* conceſſerunt pro ſe & heredibus ipſius *B* quod ipſi Warr. prædict. *T. E* & heredibus ſuis prædicta maneria, ſcitus, tenementa, Communiam paſturæ piſcariam Cur. Let. Cur. Baron. & Viſ. Franc. pleg. cum pertin. contra prædictos *B.* & *F.* & heredes ipſius *B.* imperpetuum. Et etiam eadem *W. E.* conceſſit pro ſe & heredibus ſuis quod ipſa Warr. prædict. *T. E* & heredibus ſuis prædicta maneria, ſcitus, tenementa communtam paſturæ piſcariam Cur. Let. Cur. Baron. & Viſ. Franc. pleg. cum pertin. contra prædictam *W. E.* & heredes ſuos imperpetuum Et pro hac, &c.

Capt. & cognit. (ut ſupra.)

A Fine from one to one of a Meſſuage and Garden.

Suff. p *Præcipe* A. C. *quod juſte, &c. teneat* C. D. *Con. &c. de uno Meſſuagio, & uno Gardino cum pertin. in* M. *Ex niſi, &c.*

Et eſt concordia talis, ſcilicet, quod prædict. *A* recogn. prædict. tenementa cum pertin. eſſe jus ipſius C. ut illa quæ idem C habet de dono prædict. *A.* Et illa remiſit & quiete clamavit de ipſo *A.* & heredibus ſuis imperpetuum. Et præterea idem *A.* conceſſit pro ſe & heredibus ſuis prædicta tenementa cum pertin. contra ipſum *A.* & heredes ſuos imperpetuum. Et pro hac, &c.

A Fine from a Man and his Wife to one Conuſee of two Meſſuages, one Yard or Garden, &c.

Southt. ſſ. p *Præcipe* H. B. *&* Mariæ *uxori ejus, quod juſte, &c. teneant* J. B. *con. &c. de duobus Meſſuagiis, uno curtilagio, uno Gardino, decem acris terræ quinque Acris prati, & ſex Acris Paſturæ cum pertin. in* M. *Et niſi, &c.*

Et eſt concordia talis, ſcilicet, quod prædict. *H.* & *Maria* recogn. prædicta tenementa cum pertin. eſſe jus ipſius *J.* ut illa quæ idem *J.* habet de dono prædict. *H.* & *M.* Et illa remiſerunt & quiete clamaverunt de ipſis *H.* & *M.* & heredibus ipſius *H.* præfat. *J.* & heredibus ſuis imperpetuum. Et præterea iidem *H.* & *M.* conceſſerunt pro ſe & heredibus ipſius *H.* quod ipſi Warrant. præfat. *J.* & heredibus ſuis prædicta tenementa cum pertin. contra ipſos *H.* & *M.* & heredes ipſius *H.* imperpetuum. Et pro hac, &c.

A Fine of a Rent by an Earl and his Wife.

Ebor. ſſ. PRæcipe J. *Comiti* Devon. *&* *Dominæ* Katharinæ *uxori ejus Comitiſſæ* D. *quod juſte, &c. ten.* W. C. *con. &c. de quadraginta libris annui redditus cum pertin. exeuntis de Manerio de* E. *Et niſi, &c.*

Et eſt concordia talis, ſcilicet, quod prædict. Comes & Comitiſſa recognoverunt redditum prædictum cum pertin. eſſe jus ipſius *W.* ut ill. quæ idem *W.* habet de dono prædictorum Comitis & Comitiſſæ. Et illa remiſerunt & quiete clamaverunt de ipſis Comite & Comitiſſa & hered. ipſius Comitis præfat. *W.* & heredibus ſuis imperpetuum. Et præterea iidem Comes & Comitiſſa conceſſerunt pro ſe & heredibus ipſius Comitis quod ipſi Warr. præfat. *W.* & heredibus ſuis prædict. reddit. cum pert. contra præd. Comitem & Comitiſſam & hered. ipſius Comitis imperpetuum. Et pro hac, &c.

A Fine of the third part of the Rent.

PRæcipe A. B. *&* C. *uxori ejus, quod juſte, &c. ten.* D. E. *Militi Balnei con. &c. de tertia parte quinque librarum, ſex ſolidorum, & octo denariorum reddit. cum pertin. exeun. de Maneriis de* F. *&* G. *Et niſi, &c.*

Et eſt concordia talis, ſcilicet, quod prædict. *A.* & *C.* recognoverunt tertiam partem prædictam cum pertin. eſſe jus

jus ipſius *D.* ut illam quam idem *D.* habet de dono prædict. *A.* & *C.* & illam remiſerunt & quiete clamaverunt de ipſis *A.* & *C.* & heredibus ipſius *A.* præfat. *D* & heredibus ſuis imperpetuum. Et præterea iidem *A.* & *C.* conceſſerunt pro ſe & hered. ipſius *A.* quod ipſi Warrant. præfat. *D* & heredibus ſuis prædictam tertiam partem cum pertin. contra prædict. *A.* & *C.* & heredes ipſius *A* imperpetuum. Et pro hac, &c.

A Fine of a Parſonage excepting the Advowſon of the Vicarage of the ſame Parſonage.

*P*Ræcipe A. B. *generoſo quod juſte, &c teneat* C. D. *con. &c. de Rectoria de* H. *cum pertin. except. advocatione Vicariæ Eccleſiæ de* E: *Et niſi, &c.*

Et eſt Concordia talis, ſcilicet, quod prædict. *A.* recognovit Rectoriam prædictam cum pertin. (except. præexcept.) eſſe jus ipſius *C.* ut ill' quam idem *C.* habet de dono prædict. *A.* & illam remiſit & quiete clamavit de ipſo *A.* & heredibus ſuis præfat. *C.* & heredibus ſuis imperpetuum. Et præterea idem *A.* conceſſit pro ſe & heredibus ſuis quod ipſi Warrant. præfat. *C.* & heredibus ſuis Rectoriam prædict. cum pertin. (except. præexcept.) contra ipſum *A.* & hered. ſuos imperpetuum. Et pro hac, &c.

A Fine from three and their Wives to one with ſeveral Warranties.

S. ſſ. *P*Ræcipe A. B. *&* C. *uxori ejus* D.E. *&* F. *uxori ejus &* D.H. *&* J. *uxori ejus quod juſte, &c. ten.* W. C. *con. &c. de duobus Meſſuagiis, duobus Gardinis, uno Pomario, triginta acris terræ viginti acris prati, quadraginta acris paſturæ & ſexdecim ſolidat. reddit. cum pertin. in* W. *&* D.

Et eſt concordia talis, ſcilicet, quod prædict. *A.* & *C. D.* & *E. F.* & *J.* recogn. prædict. tenementa & reddit. cum pertin. eſſe jus ipſius *W.* ut illa quæ idem *W.* habet de dono prædict.

dict. *A.* & *C. D.* & *F.* & *D.* & *J.* Et illa remiſerunt & quiete clam. de ipſis *A.* & *C. D.* & *F.* & *D.* & *J.* & heredibus ipſius *A.* præfat. *W.* & heredibus ſuis imperpetuum. Et præterea iidem *A.* & *C.* conceſſerunt pro ſe & hered. ipſius *A.* quod ipſi Warrantizabunt præfat. *W.* & heredibus ſuis præd. tenementa & redd. cum pertin. contra ipſos *A.* & *C.* & hered. ipſius *A.* imperpetuum. Et ulterius iidem *D.* & *F.* conceſſerunt pro ſe & hered. ipſius *D.* quod ipſi Warrant. præfat. *W.* & heredibus ſuis prædict. tenementa & reddit. cum pertin. contra ipſos *D.* & *F.* & hered. ipſius *D.* imperpetuum. Et etiam iidem *D.* & *J.* conceſſerunt pro ſe & heredibus ipſius *J.* quod ipſi Warrant. præfat. *W.* & heredibus ſuis præd. tenementa & redd. cum pertin. contra ipſos *D.* & *J.* & hered. ipſius *J.* imperpetuum. Et pro hac, &c.

A Fine of nine Meſſuages, &c. *and the Moiety of twenty Meſſuages, one Water-mill, one Dove-houſe*, &c.

Dorſ. ſſ. *P*Ræcipe J. P. *generoſo & E. uxori ejus, quod juſte, &c. teneant* Nic. Covert *Gen. Con. &c. de novem meſſuagiis, novem Gardinis, treſcentis acris terræ, centum acris paſturæ centum acris Jampnorum & bruere, ac de medietate, viginti Meſſuagiorum, centum gardinorum, unius molendini aquatici, unius columbarii, ſexaginta acrarum, terræ ducent. acrarum prati, treſcent. acrarum paſturæ, ſexaginta acrarum boſci, & centum acrarum Jampnorum & bruere cum pertin. in* M. C. B. D. *Et niſi, &c.*

Et eſt concordia talis, ſcilicet, quod præd. *J. P.* & *E.* recognoverunt præd. tenementa & medietat. cum pertin. eſſe jus ipſius *N.* ut illa quæ idem *Nic.* habet de dono prædict. *J.* & *E.* Et illa remiſerunt & quiete clam. de ſe & hered. ſuis prædict. *N.* & hered. ſuis imperpetuum. Et præterea iidem *J.* & *E.* conceſſerunt pro ſe & hered. ipſius *J.* quod ipſi Warrant. præfat. *N.* & hered. ſuis prædict. tenementa & medietatem cum pertin. contra ipſos *J.* & *E.* & hered. ipſius *J.* imperpetuum. Et pro hac, &c.

A Fine

A Fine of, &c. *the Parſonage of* B. *and the Advowſon of the Vicarage.*

S. ff. *Præcipe* J. M. & M. *uxori ejus quod juſte, &c. ten.* R. B. *Militi con. &c. de uno Meſſuagio, uno horreo, quindecim acris terræ, ſex acris prati, viginti acris paſturæ & quinque ſolidat. redd. cum pertin. in* B. *ac de Rectoria de* B. *prædict. cum pertin. necnon de advocatione Vicariæ Eccleſiæ de* B. *Et niſi, &c.*

Et eſt concordia talis, ſcilicit, quod prædict. *J.* & *M.* recogn. prædict tenement. redd. & Rectoriam cum pertin. ac advocationem prædict. eſſe jus ipſius *R* ut illa quæ idem *R.* habet de dono prædict. *J* & *M.* Et illa remiſerunt & quiete clam. de ipſis *J.* & *M.* & hered. ipſius *J.* præfat. *R.* & hered. ſuis imperpetuum. Et præterea iidem *J.* & *M.* conceſſerunt pro ſe & hered. ipſius *J.* quod ipſi Warr. prædict. *R.* & hered. ſuis præd. tenementa redd. & Rectoriam cum pertin. ac advocationem prædict. contra ipſos *J.* & *M.* & hered. ipſius *J.* imperpetuum. Et pro hac, &c.

Grants.

Grants.

A Grant or Bargain and Sale of a Parcel of Timber, and the next fall or cutting of eight Acres of Coppice Wood.

THis Indenture made, &c. Between *W. L.* of, &c. of the one part, and *J. S.* of,&c.and *R. K.*&c. Witneſſeth, that the ſaid *W. L.* as well for and in conſideration of a competent Sum of Money mentioned in certain Articles of Agreement in Writing indented, made between the ſaid *W. L.* of the one part, and the ſaid *J. S.* and *R. K.* of the other part, dated the, &c. in the year aforeſaid for the Coppice Wood, Timber and Implements hereafter in theſe Preſents mentioned, and for certain Mills and Grounds at *B.* in the aforeſaid County of *W.* to him the ſaid *W. L.* in part before the Enſealing and delivery of theſe Preſents paid, and the reſt to be ſecured to be paid according to the ſaid Articles of Agreement in part of performance of the ſaid Articles on his part to be performed, hath granted, bargained and ſold, and by theſe, &c. unto the ſaid *J. S.* and *R. K.* their Executors, Adminiſtrators and Aſſigns, all that Timber lying at or near, &c. and which was bought before *Michaelmas* laſt paſt of *R. K.* &c. for the preſent neceſſary repairing of the aforeſaid Mills which are called *B.* Mills together with all theſe Implements and Inſtruments which now are in or about and belonging to the ſaid Mills, and which are or were the proper Goods of him the ſaid *W. L.* at the time of the Date of the ſaid Articles of Agreement, **To have and to hold** the ſaid Timber and Utenſils unto the ſaid *J. S.* and *R. K.* their Executors, Adminiſtrators or Aſſigns to their and every of their own

Reference to Articles.

own proper uſe and uſes for ever. **And further**, the ſaid *W. L.* for the Conſideration aforeſaid, and in performance of further part of the ſaid Articles of Agreement on his behalf to be performed, **Hath** further granted, bargained and ſold, and by theſe Preſents, &c. unto the ſaid *J. S.* and *R. K.* their, &c. All that the next fall and cutting of eight Acres of Coppice Wood, and Crops now ſtanding and being in a certain Coppice Wood called *B.* Wood in *M.* in the aforeſaid County of *W.* they the ſaid *J. S.* and *R. K.* their Executors or Adminiſtrators not heading or cutting the Tops of any Tree or Trees there not formerly headed, or whoſe Tops have not been formerly cut off, and alſo falling, cutting and cropping the ſame Coppice Woods and Crops of Trees in due and ſeaſonable times, and ridding and carrying the ſame away before the 24th of *J.* next enſuing, without picking or chuſing of any part or parcel diſperſed but taking it as it ſtands together, and from ſide to ſide, and going on forwards in length and breadth together for the whole Eight Acres (the Soil of the ſame Coppice Wood and all Timber Trees therein ſtanding, growing or being and uſual accuſtomed Standills there to be left as are or have been or ought in ſuch like caſe of falling of Wood left ſtanding, excepted and always reſerved unto the ſaid *W. L.* his Heirs or Aſſigns,) **To have and to hold**, take, receive, perceive and enjoy the ſaid Coppice of Wood and Crops of Trees ſo to be fallen, cut and cropt as aforeſaid unto the ſaid *J. S.* and *R. K.* their, &c. *W. L.* Covenants with *J. S.* and *R. K.* and either of them, their and either of their Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe Preſents that the Grantees ſhall have quiet poſſeſſion, and hold, take, receive, and liberty to fall, cut, carry away, &c. *Excepted.*

And the ſaid *R. S.* and *J. K.* for themſelves and either of them, their and either of their Executors, Adminiſtrators and Aſſigns, and for every of them Covenant, &c. to and with the ſaid *W. L.* his Heirs, *Covenant to cut down and carry away before ſuch a day not to fall in order.*

Heirs, Executors and Aſſigns that they the ſaid *J. S.* and *R. K.* their, &c. ſhall and will cut and fall the aforeſaid Eight Acres of Coppice Wood and Crops of Trees ſo bargained and ſold as aforeſaid, and rid and carry away the ſame before the aforeſaid 24th day of *J.* now next enſuing, and ſhall take and cut the ſame in the order herein before preſcribed for cutting and falling thereof together, and not in parts diſperſed, and leaving Srandills there according to Law and uſe in that behalf, and ſhall not top or head, &c. *In Witneſs*, &c.

An Indenture of Grant, Bargain and Sale of Goods, the Vendor being to have the Uſe of them for Life, amending ſuch of them as ſhall be impaired by the Uſe.

This Indenture, &c. Between *E. S.* Widdow and Relict, &c. of the one part, and *J. N.* of, &c. of the other part: **Whereas** the ſaid *E. S.* is at preſent under very great neceſſity and want, and hath urgent occaſion for a certain Sum of Money to help and relieve her under and out of the ſame, and is willing and deſirous to raiſe the ſame by the Sale and diſpoſition of all her Goods and Chattels, and Houſhold-ſtuff *bona fide*, but in ſuch manner that the ſaid *E. S.* may have the reaſonable uſe of them for her natural life: And to that purpoſe hath agreed with the ſaid *J. N.* who upon valuation of the ſame Goods and Houſhold-ſtuff is willing to advance ſuch Sums of Money to her the ſaid *E.* accordingly. **Now this Indenture Witneſſeth**, that upon the Conſideration aforeſaid ſhe the ſaid *E. S.* in Conſideration of the full and juſt Sum of, &c. of lawful, &c. to her the ſaid *E. S.* or to her uſe or benefit in hand paid or ſecured to be paid by the ſaid *J. N.* the receipt and ſecurity whereof is hereby acknowledged, **Hath** given, granted, bargained and ſold, and by theſe Preſents doth give, grant, bargain and ſell unto the ſaid

ſaid *I. N.* All and ſingular the ſeveral particular Goods, Chattels, Houſhold-ſtuff, Utenſils and Furniture of her the ſaid *E. S.* in a Schedule hereunto annexed, particularly expreſſed, mentioned and deſcribed, or by what name or names ſoever the ſame are called or known, and of what kind, quality, nature or condition the ſame are, with their and every of their Appurtenances and Incidents: And all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand which ſhe hath or may have to the ſame or any of them, **To have and hold**, occupy and enjoy the ſame to and by the ſaid *I N.* his Executors, Adminiſtrators, Aſſigns, to his and their own proper uſe and uſes at all time and times hereafter, ſaving as in and by theſe Preſents is hereafter Covenanted and agreed between the ſaid Parties: And the ſaid *E. S.* doth by theſe Preſents Covenant and grant to and with the ſaid *I N.* that ſhe hath good right and title to all and ſingular the ſaid Goods, Chattels, Houſhold-ſtuff, Utenſils and Furniture in the ſaid Schedule hereunto annexed, particularly mentioned and deſcribed, and to make the Grant and Sale thereof above mentioned: And that her Executors and Adminiſtrators ſhall ſuffer all lawful and neceſſary acts and things for the taking and carrying away of the ſame at her death. And theſe Preſents further witneſs that in purſuance of the ſaid Agreement, and in Conſideration that the ſaid *E. S.* hath abated a conſiderable Sum of the real value of the ſaid Goods and Chattels for the damage they may receive during the Life of the ſaid *E. S.* by her uſe thereof which the ſaid Parties have agreed upon, The ſaid *I. N.* doth by theſe Preſents Covenant, promiſe and agree to and with the ſaid *E. S.* that ſhe the ſaid *E. S.* ſhall and may during her natural life uſe, wear and imploy the ſaid Goods, Chattels, Houſhold-ſtuff, Utenſils and Furniture above mentioned to be hereby bargained and ſold in a reaſonable manner in ſuch plight and place

Covenant that the Grantor hath good right to the ſaid Goods.

To carry away the ſame at her death.

Grantor to uſe them for her Life.

place as they are now in without altering the ſame, and with amending ſuch of them as may want amendment during her uſe thereof as aforeſaid, and not otherwiſe. *In Witneſs*, &c.

A Grant or Sale of part of a Veſſel.

TO all Chriſtian People, &c. Know ye that I, &c. for and in conſideration of, &c. have aliened, granted, bargained and ſold, &c. one moiety or half part or ſhare of a certain Ship or Pink called the *Kath.* of *A.* of the Burden of Two hundred Tuns or thereabouts, and one half part of all and ſingular the Maſts, Sails, Dileyard, Ropes, Anchors, Cables, Tackle, Apparel, Cockboat and Furniture whatſoever unto the ſame Pink now belonging or appertaining. **Habend.** the ſaid moiety of the ſaid Pink, and all and ſingular other the Premiſſes with the Appurtenances unto the ſaid, &c. Covenant that he hath power to grant, &c.

Judgment.

Judgment.

Aſſignment of a Judgment by an Executor with good Covenants.

TO all Chriſtian People, &c. *F. L.* of, &c. Son and Executor of the Laſt Will and Teſtament of *H. L.* late of, &c. his late Father deceas'd ſendeth Greeting: **Whereas** in *Eaſter* Term in the year, &c. he the ſaid *H. L.* obtained a Judgment of 400 *l.* beſides Coſts of Suit in the Court of *C. B.* at *Weſtminſter* againſt Sir *P. F.* late of, &c. now deceas'd, as by the Record thereof remaining in the ſaid Court of *C. B.* relation being thereunto had it doth and may more at large appear: **And whereas** ſince the obtaining of the ſaid Judgment he the ſaid *H. L.* is ſince dead, having made his Laſt Will and Teſtament in Writing, and thereof conſtituted and appointed the ſaid *F. L.* his ſole Executor who hath made Probate of the ſaid Will before a competent Ordinary, and taken upon him the Execution thereof, by force and virtue whereof the ſaid *F. L.* is become rightfully and lawfully Intereſted and intitled in and to the ſaid Judgment of 400 *l.* and the whole benefit and profit thereof as Executor to his ſaid late Father: **Now know ye** that the ſaid *F. L.* for and in conſideration of 200 *l.* of, &c. to him ſatisfied and paid or ſecured to be ſatisfied and paid, and for divers other, &c. hath granted, aſſigned and ſet over, and by theſe Preſents, &c. unto *N. K.* of, &c. his Executors, Adminiſtrators and Aſſigns as well the ſaid Judgment of 400 *l.* as alſo the profit, benefit and advantage, Sum and Sums of Money whatſoever that the ſaid *F. L.* may any ways have or claim, challenge or demand, or which hereafter ſhall be obtained or gotten upon, or by reaſon of the ſaid Judgment, or of any Execution, Extent,

Re-

Reextent thereupon had, or to be had, ſued, executed or obtained, and all the Eſtate, Right, Title, Intereſt and Demand whatſoever which he the ſaid *F. L.* hath or ought to have or claim of, in, or to the ſaid Judgment, or any Money, Lands, Tenements, or other things which by virtue thereof, or of any Proceſs or Proceedings thereupon, are or ſhall be recovered, obtained or gotten. And the ſaid *F. L.* doth by theſe Preſents make, ordain and appoint the ſaid *N. K.* his true and Lawful Attorney and Aſſignee for him and in his name to take out Execution upon the ſaid Judgment, or to proſecute any Execution, Proceſs or Extent already ſued forth, or otherwiſe to compound or agree with the Heirs, Executors or Aſſigns of the ſaid Sir *P. E.* or any other perſon or perſons for the ſame: As to his ſaid Attorney, his Executors and Aſſigns ſhall be thought fit and convenient, and upon ſatisfaction given, or any other end, compoſition or agreement made concerning the Premiſſes to acknowledg ſatisfaction, or to make and give any other releaſe or diſcharge for the ſame: And further to do all and every other [*A general authority*, as in *Bridgeman*, 374.] and Covenant to ratifie what the Aſſignee acts in purſuance, as in *Bridgm. ibid.*

And further that at the Sealing and delivery of theſe Preſents the ſaid Judgment is and remaineth unpaid and unſatisfied. And that he the ſaid *F. L.* or the ſaid *H. L.* his late Father have not nor hath at any time heretofore releaſed, diſcharged or made void the ſaid Judgment, nor that the ſaid *F. L.* his Executors or Adminiſtrators ſhall or will at any time hereafter releaſe, diſcharge or make void the ſaid Judgment or Sum of Money thereby recovered, or any part thereof, or any Execution or Extent thereupon had, or to be had, nor otherwiſe do or ſuffer to be done any act or thing whatſoever that ſhall or may be any ways prejudicial to the ſaid Judgment, or impeach the validity thereof, or any other lawful courſe that ſhall be had or proſecuted upon or by reaſon of the ſame Judgment by the ſaid *N. K.* his Executors or Aſſigns, unleſs it be by the requeſt and by and with the conſent of the ſaid *N. K.* his

Execu-

Executors or Aſſigns firſt had in Writing under his or their Hands and Seals, nor ſhall revoke or countermand any power or authority to him by theſe Preſents given and granted. And moreover that it ſhall and may be lawful to and for the ſaid *N. K.* &c. to have and take, receive, detain and keep to his and to their own uſe and uſes all ſuch benefit Sum and Sums of Money as ſhall be had, taken or received upon or by reaſon of the ſaid Judgment, or any Execution or Extent without any accompt or other recompence thereof, or therefore to be had or made in any wiſe. [Aſſignor Covenants upon requeſt to acknowledge ſatisfaction on the Judgment.] And the ſaid *N. K.* for himſelf, &c. Covenants, &c. that he the ſaid *N. K.* his Heirs, Executors, and Adminiſtrators, or ſome or one of them ſhall and will at all times hereafter ſave, defend and keep harmleſs and indempnifie him the ſaid *F. L.* his Executors and Adminiſtrators, and his and their Lands, Tenements, Goods and Chattels, and Hereditaments whatſoever, of and from all and all manner of Coſts and Charges, Suit, Trouble and Loſſes whatſoever that ſhall or may happen to or againſt him the ſaid *F. L.* his Executors and Adminiſtrators, or any of them, for, by reaſon, of concerning or relating to the ſaid Debt, Judgment, or any Execution, Proſecution, matter or thing to be had or taken forth by the ſaid *N. K.* his Executors, Adminiſtrators or Aſſigns, or any of them, or by his, their or any of their procurement, by colour or reaſon of the Premiſſes. Covenant for further aſſurance to corroborate the Title of the ſaid *N. K.* to the ſaid Judgment. *In Witneſs*, &c.

Recoveries.

A Precipe for a Writ of Entry.

Suſſex. ſſ. H. L generoſus & S. E. generoſus in propriis perſonis ſuis petunt verſus M. E generoſum & N. W. Generoſum Maneria de D. alias D. alias E. alias E. M. cum pertin. Necnon centum Meſſuagia, centum toſta, centum gardina, centum & quinquagint. acras terræ, treſcentas acras prati, quingentas acras paſturæ, ſexcentas acras boſci, ducentas acras Jampnorum, & bruere, treſcentas acras Mariſci & liberam Warennam cum pertin. in D. alias E. alias S. H. Ac advocation. Eccleſiarum de H. & S. ut jus & Hereditatem ſuam, &c.

A Recovery by ſingle Voucher.

Wiltesdn. ſſ. H. J. Armiger in propria perſona ſua pet. verſus N. C. Generoſum tria Meſſuagia, ſeptem Gardina, ſeptuaginta acras terræ, novem acras prati, decem acras paſturæ, triginta acras Jampnorum & bruere, & communiam paſturæ pro omnibus averiis & communiam turbariæ cum pertin. in N. juxta S. ut jus & hereditatem ſuam. Et in que idem W. non habet ingrum. niſi poſt diſſeinam. quam Hugo Hunt inde injuſte & ſine judicio fecit præfat. H. infra triginta annos, &c. Et unde dic' quod ipſemet fuit ſeiſit de tenementis & communiis præd. cum pertin. in dominico ſuo ut de feodo & jure tempore pacis tempore Domini Regis nunc capiendo inde expleſ. ad valentiam, &c. Et in quæ, &c. Et inde produc. ſectam, &c.

Et prædictus W. in propria perſona ſua ven. & defend. jus ſuum quando, &c. Et vocat inde ad Warr. *Edmundum* Clent. qui

qui præſens eſt hic in Cur. in propria perſona ſua. Et gratis tenementa & Communias præd. cum pertin. ei Warr. &c. Et ſuper hoc prædictus *H.* pet. verſus ipſum *Edmundum* tenentem per Warr. ſuam tenementa & Communias præd. cum pertin. in forma præd. &c. Et unde dic. quod ipſemet fuit ſeiſit' de tenementis & Communiis præd. cum pertin. in dominico ſuo ut de feodo & jure tempore pacis tempore Domini Regis nunc capiendo inde expleſ. ad valentiam, &c. Et in quæ, &c. Et inde p. oduc. ſectam, &c.

Et prædictus *Edmundus* tenens per Warrantiam ſuam defend. jus ſuum quando, &c. Et dicit quod prædictus Hugo non diſſeiſivit præfat. *H.* de tenementis & communiis præd. cum pertin. prout idem *H.* per breve & narrationem ſua præd. ſuperius ſuppon. Et de hoc pon. ſe ſuper Patriam, &c.

Et prædictus *H.* pet. licentiam inde interloquendi & habet, &c. Et poſtea idem *H.* reven. hic in Cur. iſto eodem Termino in propria perſona ſua. Et præd. *Edmundus* licet ſolempnit' exact. non reven' ſet in contempt' Cur' receſſit & defalt' fac' *Io.* conſideerat' eſt quod prædict' *H.* recuperet ſeiſinam ſuam verſus præfat. *W.* de tenementis & Communiis prædict' cum pertin. Et quod idem *W.* habeat de terra prædict' *Edmundi* ad valentiam, &c. Et idem *Edmundus* in mia' &c. Et ſuper hoc prædictus *H.* pet. breve Domini Regis Vic' Com' præd' dirigend' de habere faciend. ei plenar. ſeiſinam de tenementis & Communiis præd. cum pertin. & ei conceditur retornabile hic a die ſanctæ Trinitatis in tres ſeptimanas,&c. Ad quem diem Ven. hic in Cur' præd' *H.* in propria perſona ſua. Et Vic. videlicet *P. B.* Armiger modo mand' quod ipſe virtute brevis præd' ſibi direct' viceſimo octavo die *Junii*, ult. præterit' habere fecit præfat. *H.* plenariam ſeiſinam de tenementis & communiis præd. cum pertin' prout per breve illud ſibi præcept. fuit, &c.

Double Voucher.

Lincoln. ff. H. C. Generoſus in propria perſona ſua pet. verſus *P. H.* Generoſum decem Meſſuagia cum pertin. in *H.* ut jus & hereditatem ſuam. Et in quæ idem *H.* non habet ingrum. niſi poſt diſſeiſinam quam Hugo Hunt inde injuſte & ſine Judicio fecit præf. *H.C.* infra triginta annos, &c. Et unde dic. quod ipſemet fuit ſeiſit. de tenementis præd. cum pertin. in dominico ſuo ut de feodo & jure tempore pacis tempore Domini Regis nunc capiend. inde expleſ. ad valenciam, &c. Et in quæ, &c. Et inde produc. ſectam, &c.

Et prædictus *P.* in propria perſona ſua ven. & defend. jus ſuum quando, &c. Et voc. inde ad Warr. *R. S.* Viduam quæ præſens eſt hic in Cur. in propria perſona ſua & gratis tenementa præd. cum pertin. ei Warr. &c. Et ſuper hoc prædictus *H. C.* pet. verſus ipſam *R.* tenen. per Warr. ſuam tenementa præd. cum pertin. in forma præd. &c. Et unde dic. quod ipſemet fuit ſeiſit. de tenementis præd. cum pert. in dominico ſuo ut de feodo & jure tempore pacis tempore Domini Regis nunc capiend. inde expleſ. ad valenciam, &c. Et in quæ, &c. Et inde produc. ſectam, &c.

Et prædictus *R* tenens per Warr. ſuam defend. jus ſuum quando, &c. Et ulterius voc. inde ad War. *Edmundum Clent*, qui ſimiliter præſens eſt hic in Cur. in propria perſona ſua. Et gratis tenementa præd. cum pertin. ei Warr. &c. Et ſuper hoc præd. *H.* pet. verſus ipſum *Edmundum* tenen. per Warr. ſuam tenementa præd. cum pertin. in forma præd. &c. Et unde dic. quod ipſemet fuit ſeiſit. de tenementis præd. cum pertin. in dominico ſuo ut de feodo & jure tempore pacis tempore Domini Regis nunc capiend. inde expleſ. ad valentiam, &c. Et in quæ, &c. Et inde produc. ſectam, &c.

Et prædictus *Edmundus* tenens per Warr. ſuam defend. jus ſuum quando, &c. Et dic. quod præd. Hugo non diſſeiſivit præfat. *H.* de tenementis præd. cum pertin. prout idem *H.*

per

per breve & narrationem ſua prædict. ſuperius ſuppon. Et de hoc pon ſe ſuper Priam. &c.

Et prædict. *H.* pet. licenciam inde interloquend. Et habet, &c. Et poſtea idem *H.* reven. hic in Cur. iſto eodem Termino in propria perſona ſua. Et prædictus *Edmundus* licet ſolempnit. exact. non reven. ſet in contempt. Cur. receſſit & defalt. fac. *Io.* conſiderat. eſt quod præd. *H.* recuperet ſeiſinam ſuam verſus præfat. *P.* de tenementis præd. cum pertin. Et quod idem *P.* habeat de terra præd. *R.* ad valentiam, &c. Et quod eadem *R.* ulterius habeat de terra prædict. *Edmundi* ad valentiam, &c. Et idem *Edmundus* in mia' &c.

Et ſuper hoc prædict. *H.* pet. breve Domini Regis Vic. Com. prædict. dirigend. de habere faciend. ei plenar. ſeiſinam de tenementis præd. cum pertin. Et ei conceditur retornabile hic in Octabis Sancti *Hillarii*, &c. Ad quem diem hic ven. præd. *H.* in propria perſona ſua. Et Vic. videlicet *W. A.* Armiger modo mand. quod ipſe virtute brevis illius ſibi directi viceſimo die *Decembris* ult. præd. habere fecit. præfat. *H.* plenar. ſeiſinam de tenementis præd. cum pertin. prout per breve illud ſibi prcept. fuit, &c.

Treble Voucher.

Lincoln. ff. H. *J.* in propria perſona ſua pet. verſus *J. F.* generoſum quatuor acras prati cum pertin. in *W.* ut jus & hereditatem ſuam. Et in quæ idem *J. F.* non habet ingrum. niſi poſt diſſeiſinam quam Hugo Hunt inde injuſte & ſine Judicio fecit præfat. *H.* infra triginta annos, &c. Et unde dic. quod ipſemet fuit ſeiſit. de quatuor acris prædictis cum pertin. in dominico ſuo ut de feodo & jure tempore pacis tempore Domini Regis nunc capiend. inde expleſ. ad valentiam, &c. Et in quas, &c. Et inde produc. ſactam, &c.

Et prædict. *J.* in propria perſona ſua ven. & defend. jus ſuum quando, &c. Et voc. inde ad Warr. *O. R.* de *S.* Juniorem generoſum qui præſens eſt hic in Cur. in propria perſona

ſona. Et gratis quatuor acras præd. cum pertin. ei Warr. &c. Et ſuper hoc prædictus *H.* pet. verſus ipſum O. tenen. per Warr. ſuam quatuor acras præd. cum pertin. in forma præd. &c. Et unde dic. quod ipſemet fuit ſeiſit. de quatuor acris præd. cum pertin. in dominico ſuo ut de feodo & jure tempore pacis tempore Domini Regis nunc capiend. inde exples. ad valentiam, &c. Et in quas, &c. Et inde produc. ſectam, &c.

Et prædictus O. *R.* tenens per Warr. ſuam defend. jus ſuum quando, &c. Et ulterius voc. inde ad Warr. O. *R.* de *H.* Armigerum, qui ſimiliter præſens eſt hic in Cur. in propria perſona ſua. Et gratis quatuor acras præd. cum pertin. ei Warr. &c. Et ſuper hoc præd. *H.* pet. verſus ipſum *G. R.* Armigerum tenen. per Warr. ſuam quatuor acras præd. cum pertin. in forma præd. &c. Et unde dic. quod ipſemet fuit ſeiſit. de quatuor acris præd. cum pertin. in dominico ſuo ut de feodo & jure tempore pacis tempore Domini Regis nunc capiend. inde expleſ. ad valentiam, &c. Et in quæ, &c. Et inde produc. ſectam, &c.

Et prædictus O. *R.* Armiger. tenens per Warr. ſuam defend. jus ſuum quando, &c. Et ulterius vocat. inde ad Warr. *Edmundum Clent* qui ſimiliter præſens eſt hic in Cur. in propria perſona ſua. Et gratis quatuor acras præd. cum pertin. ei Warr. &c. Et ſuper hoc præd. *H.* pet. verſus ipſum *Edmundum* tenen. per Warr. ſuam quatuor acras præd. cum pertin. in forma præd. &c. Et unde dic. quod ipſemet fuit ſeiſit. de quatuor acris præd. cum pertin. in dominico ſuo ut de feodo & jure tempore pacis tempore Domini Regis nunc capiend. inde expleſ. ad valentiam, &c. Et in quæ, &c. Et inde produc. ſectam, &c.

Et prædictus *Edmundus* tenens per Warr. ſuam defend. jus ſuum quando, &c. Et dic. quod præd. Hugo non diſſeiſivit. præfat. *H.* de quatuor acris præd. cum pertin. prout idem *H.* per breve & narrationem ſua præd. ſuperius ſuppon. Et de hoc pon. ſe ſuper Patriam, &c.

Et præd. *H.* pet. licenciam inde interloquendi. Et habet, &c. Et poſtea idem *H.* reven. hic in Cur. iſto eodem Termino in propria perſona ſua. Et præd. *Edmundus* licet ſo-

ſolempnit.

lempnit. exact. non reven. ſet in contempt. Curiæ receſſit. Et defalt. fac. *Io.* conſiderat. eſt quod præd. *H.* recuperet ſeiſinam ſuam verſus præfat. *J.* de quatuor acris præd. cum pertin. Et quod præd. *J.* habeat de terra præd. *O. R.* generoſi ad valentiam, &c. Et quod idem *O. R.* habeat de terra præd. *O.R.* Armigeri ad valentiam, &c. Et quod idem *O. R.* habeat de terra præd. *Edmundi* ad valentiam, &c. Et idem *Edmundus* in miſericordia, &c. Et ſuper hoc præd. *H.* pet. breve Domini Regis Vic. Com. præd. dirigend. de here. faciend. ei plenar. ſeiſinam de quatuor acris præd. cum pertin. Et ei conceditur returnabile hic immediate, &c. Poſtea ſcilt. duodecimo die *Februarii* iſto eodem Termino ven. hic in Cur. præd. *H.* in propria perſona ſua. Et Vic. videlicet *S. H.* Armiger modo mand. quod ipſe virtute brevis præd. ſibi direct. octavo die *Februarii* ult. præterit. here. fec. præfat. *Johanni* plenar. ſeiſinam de quatuor acris præd. cum pertin. prout per breve illud ſibi præcept. fuit, &c.

Rex mandavit Juſtic. ſuis de Banco hic breve ſuum de Mittimus clauſum una cum tenore cujuſdam Brevis ipſius Domini Regis de dedimus poteſtatem de Warrant. Attorn. recipiend. & retorn. ejuſdem. Nec non Warrant. Attorn. inde recept. in hæc verba *Carolus* ſecundus Dei gratia *Angliæ, Scotiæ, Franciæ* & *Hiberniæ* Rex Fidei Defenſor', &c. Juſtic. Domini Regis de Banco ſalutem tenor', &c. *And ſo recite the* Mittimus *and Tranſcript for the Vouchee, and then enter the Summons in Exemplifying hand as followeth; beginning a new Line.*

Lincoln. ff. T. *B.* Armiger & *B. J.* Generoſus in propriis perſonis ſuis pet. verſus *L. J.* ſeniorem generoſum & *B. R.* Generoſum ſex meſſuagia ſex gardina, viginti acras terræ, viginti acras prati, ſexaginta acras paſturæ communiam paſturæ pro omnibus averiis, & communiam turbariæ cum pertinentiis in *C. M. D. C.* & *G.* ut jus & hereditatem ſuam. Et in quæ iidem *R.* & *J.* non habent ingrum. niſi poſt diſſeiſinam quam Hugo Hunt inde injuſte

injuſte & ſine Judicio fecit præfat. *J.* & *B.* infra triginta annos, &c. Et unde dicunt quod ipſimet fuerunt ſeiſit. de tenementis & communia prædict. cum pertinentiis in dominico ſuo ut de feodo & jure tempore pacis tempore Domini Regis nunc capiend. inde expleſ. ad valentiam, &c. Et in quæ, &c. Et inde produc. ſectam, &c.

Et prædictus *L. J.* & *R.* per *H. G.* Attorn. ſuum ven & defend. jus ſuum quando, &c. Et voc. inde ad Warr. *L. J.* Juniorem Generoſum. Et *E.* uxorem ejus ſum. in Com. p ædicto habeant eos hic in *Octabis* Sancti *Martini* per auxilium Cur. &c. dies dat. eſt partibus prædictis hic, &c.

War. pro tenen. L. ſſ. PR. L. J. *Sen. Generoſo* & B. R. *Generoſo quod juſte, &c. reddant* T. B. *Armigero* & B. J. *Generoſo ſex Meſſuagia, &c. cum pertinentiis in* M. *quæ clam', &c.*

Capt. & cognit. &c.

War. Attorn. pro Voc. ſſ. PRæcipe L. J. *Sen. Generoſo* & B. R. *Generoſo, quod juſte, &c. reddant* T. B. *Armigero* & B. J. *Generoſo ſex Meſſuagia, &c. cum pertinentiis in* M. *quæ clam', &c.*

L. ſſ. L. J. *Jun. Gen.* & E. *uxor ejus quos* L. J. *Sen. generoſus* & B. R. *Gen. voc. ad War. po. lo. ſuo* G. R. & P. C. *conjunctim & diviſim verſus* G. B. *Armigerum* & B. J. *Gen. de placito terræ, &c.*

Capt. & cognit. &c.

Dominus Rex mandavit Juſtic. ſuis de Banco hic breve ſuum de Mittimus Clm. unacum tenore cujuſdam brevis ipſius Domini Regis de Dedimus poteſtatem de Warrant. Attorn. recipiend. & retorn. ejuſdem nec non Warrant.

Attorn.

Attorn. inde recept. in hæc verba *Carolus* ſecundus Dei Gratia *Angliæ, Scotiæ, Franciæ, & Hiberniæ* Rex Fidei Defenſor', &c. Juſtic. ſuis de Banco ſalutem tenores (*and ſo recite the Mittimus* verbatim) uſque anno Regni noſtri viceſimo tertio *Carolus* ſecundus Dei Gratia *Angliæ, Scotiæ, Franciæ, & Hiberniæ* Rex fidei Defenſor, &c Dilecto & fideli noſtro *T. W.* Militi. Ac dilectis ſibi *N. D. and ſo recite the Tranſcript* verbatim.

Lincoln. ff T. *B.* Armiger & *B. J.* Generoſus in propriis perſonis ſuis pet verſus *L. J.* ſeniorem Generoſum & *B. R.* Generoſum ſex Meſſuagia ſex gardina, viginti acras terræ, viginti acras prati, centum acras paſturæ, co'iam paſturæ pro omnibus averiis & communiam turbariæ cum pertin. in *C. M. D. E.* & *O* ut jus & hereditatem ſuam. Et in quæ idem *T.* & *B.* non habent ingrum' niſi poſt diſſeiſinam quam Hugo Hunt inde injuſte & ſine Judicio fecit præfat. *T. B.* & *B. J.* infra triginta annos. &c.

Et prædictus *L J.* & *B. R.* per *H. T.* Attorn' ſuum ven. & alias voc. inde ad Warr' *L. J.* Juniorem generoſum & *E.* uxor' ejus qui modo per ſum' eis in Com' præd. factam per *G. R.* attorn' ſuum ſimilit' ven. Et gratis Communias præd. cum pertin' eis Warr' &c. Et ſuper hoc prædict. *T.* & *B.* pet' verſus ipſos *L. J.* Juniorem & *E.* tenen. per Warr' ſuam tenementa & communias præd. cum pert' in forma præd' &c. Et unde dic. quod ipſimet fuer' ſeiſit' de tenementis & communiis præd' cum pertin' in dominico ſuo ut de feodo & jure tempore pacis tempore Domini Regis nunc capiend' inde expleſ. ad valentiam, &c. Et in quæ, Et inde produc' ſectam, &c.

Et prædict. *L. J.* Junior, & *E.* tenen per Warr. ſuam defend' jus ſuum quando, &c. Et ulterius voc. inde ad War. *Edmundum Clent*, qui præſens eſt hic in Cur' in propria perſona ſua. Et gratis tenementa & communias præd' cum pertin' ei Warrant' &c. Et ſuper hoc præd. *R.* & *B.* pet' verſus ipſum *Edmundum* tenen' per Warr. ſuam tenementa & communias prædict' cum pertin' in forma prædicta,

dicta, &c. Et unde dic' quod ipſimet fuer' ſeiſit' de tenementis & communiis præd' cum pertin' in dominico ſuo ut de feodo & jure rempore pacis tempore Domini Regis nunc capiend' inde exples' ad valentiam, &c. Et in quæ, &c. Et inde produc' ſectam, &c.

Et prædict *Edmundus* tenens per Warr' ſuam defend' jus ſuum quando, &c. Et dic' quod præd. Hugo non diſſeiſivit præfat' *T.* & *B.* de tenementis & communiis præd' cum pertin' prout idem *T.* & *B.* per breve & narrationem ſua prædict' ſuperius ſuppon. Et de hoc pon. ſe ſuper Priam', &c.

Et prædict' *T.* & *B.* pet' licenciam inde interloquend' & habent', &c. Et poſtea iidem *T.* & *B.* reven' hic in Cur' iſto eodem Termino in propriis perſonis ſuis. Et prædict' *Edmundus* licet ſolempnit' exact' non reven' ſet in contempt' Cur' receſſit & defalt' fac' *Jo.* conſiderat' eſt quod præd' *T.* & *B.* recuperent ſeiſinam ſuam verſus præfat' *L. J.* Seniorem & *B. R.* de tenementis & communiis præd' cum pertin' Et quod iidem *L.* & *B.* habeant de terra præd' *L. J.* Junioris & *E.* ad valentiam, &c. Et quod iidem *L.* & *E.* ulterius habeant de terra prædict' *Edmundi* ad valentiam, &c. Et idem *Edmundus* in mia', &c.

Et ſuper hoc prædict' *T.* & *B.* pet' breve Domini Regis de habere faciend' eis plenar' ſeiſinam de tenementis & communiis prædict' cum pertin' Vic' Com' prædict' dirigend. Et eis conceditur retornabile hic indilate, &c. Poſtea ſcilicet viceſimo Octavo die *Novembris* iſto eodem Termino ven' hic in Cur' præd' *T.* & *B.* in propriis perſonis ſuis. Et Vic' videlicet *C. R.* Armiger modo mand' quod ipſe virtute brevis illius ſibi directi viceſimo quinto die *Novembris* ult' præterit' habere fecit præfat' *R.* & *B.* plenar' ſeiſinam de tenementis & communiis prædict' cum pertin' prout per breve illud ſibi præcept' fuit, &c.

At

An Exemplification of a Recovery.

Carolus ſecundus, &c. Omnibus ad quos preſentes literæ noſtræ pervenerint ſalutem Sciatis quod inter Placita terræ irrotulata apud *Weſtm'* coram *Franciſco North*, Milite & Sociis ſuis Juſtic' noſtris de Banco de Termino Sancti *Michaelis* Anno regni noſtri viceſimo quinto Rotulo xx continetur ſic *Ebor'* ſſ. *A. B.* generoſus in propria perſona ſua pet' verſus *C. D.* generoſum viginti Meſſuagia, viginti tofta, tria Molendina, octo Columbar. centum & quadraginta acras terræ, ducentas & quinquaginta acras prati, treſcentas & quinquaginta acras paſturæ, centum & quinquaginta acris boſci, centum & ſexaginta acras Jampnorum & bruere, quingentas & quinquaginta acras Moræ, quinquaginta acras Juncar' quadraginta acras Mariſci ſalſi, ſexaginta acras Mariſci friſci & viginti acras Alneti cum pertin' in *A. B. C. D. L. U. T.* & *R.* ut jus & hereditatem ſuam. Et in quæ idem *C.* non habet ingrum' niſi poſt diſſeinam' quam Hugo Hunt inde injuſte & ſine judicio fecit præfat' *A.* infra triginta annos, &c. Et unde dic' quod ipſemet fuit ſeiſit' de tenementis præd' cum pertin' in dominico ſuo ut de feodo & jure tempore pacis tempore Domini Regis nunc capiendo inde expleſ. ad valentiam, &c. Et in quæ, &c. Et inde produc' ſectam, &c. Et prædict' *C.* in propria perſona ſua venit & defend' jus ſuum quando, &c. Et vocat inde at Warr' *E. F.* qui præſens eſt hic in Cur' in propria perſona ſua. Et gratis tenementa præd' cum pertinentiis ei Warr' &c. Et ſuper hoc prædict' *A.* pet' verſus ipſum *C.* tenentem per Warr' ſuam tenementa prædicta cum pertin' in forma præd. &c. Et unde dic' quod ipſemet fuit ſeiſit' de tenementis prædict' cum pertin' in dominico ſuo ut de feodo & jure tempore pacis tempore Domini Regis nunc capiendo inde expleſ. ad valentiam, &c. Et in quæ, &c. Et inde produc' ſectam, &c. Et prædictus *Edmundus* tenens per Warrantiam ſuam defend' jus ſuum quando, &c. Et ulterius vocat inde ad Warr' *Edmundum Clent*, qui ſimiliter præſens

præſens eſt hic in Cur. in propria perſona ſua. Et gratis tenementa predict' cum pertin' ei Warr' &c Et ſuper hoc predict' *A.* petit verſus ipſum *Edmundum* tenentem per Warr' ſuam tenementa predict' cum pertin' in forma predicta, &c. Et unde dic' quod ipſemet fuit ſeiſit' de tenementis predict' cum pertin' in dominico ſuo ut de feodo & jure tempore pacis tempore Domini Regis nunc capiend' inde expleſ. ad valenciam, &c. Et in quæ, &c. Et inde produc' ſectam, &c. Et predict. *A.* pet' licentiam inde interloquendi & habet, &c. Et poſtea idem *A* reven. hic in Cur' iſto eodem Termino in propria perſona ſua. Et predict' *Edmundus* licet ſolempnit' exact' non reven' ſet in contempt' Cur' receſſit & defalt' fac. Ideo conſiderat' eſt quod pred. *A* recuperet ſeiſinam ſuam verſus præfat' *C.* de tenementis predict' cum pertin. Et quod idem *C.* habeat de terra predict' *Edmundi* ad valentiam, &c. Et idem *Edmundus* in mia' &c. Et ſuper hoc predict' *A* pet' breve Domini Regis Vic' Com' pred. dirigend' de habere faciend' ei plenar' ſeiſinam de tenementis predict. cum pertin' & ei conceditur retornabile hic indilate, &c. Poſtea ſcilicet xxviii die *Novembris* iſto eodem Termino ven' hic in Cur' præd. *A.* in propria perſona ſua. Et Vic' videlicet *L. A.* Armiger modo mand' quod ipſe virtute brevis præd. ſibi direct. viceſimo ſecundo die *Novembris*, ult' præterit. habere fecit præfat' *A B.* plenariam ſeiſinam de tenementis præd' cum pertin' prout per breve illud ſibi præcept' fuit, &c. Quæ omnia & ſingula tenore præſentium duximus exemplificand In cujus rei teſtimonium ſigillum noſtrum ad brevia in Banco prædicto ſigilland' deputat' preſentibus apponi fecimus Teſte *Franciſco North* Milite apud *Weſtm.* xxviii die *Novembris* Anno Regni noſtri xxv.

Truſt.

Truſt.

A Grant and Aſſignment of an Annuity or Rent-charge granted by a former Husband to the uſe of his Wife for her life, who before Intermarriage with a ſecond Husband by his conſent and together with him ſettles it upon Truſtees to prevent his Intermedling, and that the ſame ſhall be at her ſole diſpoſing.

This Indentures Quadripartite made, &c. Between *A. B.* of, &c. of the firſt part; *C. D.* of the ſecond part; *E. F.* of the third part; and *G. H.* and *J. K.* of the fourth part: **Whereas** *J. D.* late Husband of the ſaid *C. D.* of, &c. Deceaſed, by his Indenture bearing date, &c. made between him the ſaid *J. D.* of the one part, and the ſaid *A. B.* of the other part for the Conſiderations therein expreſſed did give, grant and confirm unto the ſaid *A. B.* one Annuity or yearly Rent of, &c. to be iſſuing and going out of All, &c. **Habendum** the ſame unto the ſaid *A. B* his Heirs and Aſſigns from and immediately after the death of him the ſaid *J. D.* for and during the term of Seventy years if *C.* Wife of the ſaid *J. D.* ſhould ſo long live, upon ſpecial Truſt in the ſaid Indentures mentioned and declared, that he the ſaid *A. B.* his Heirs and Aſſigns ſhould permit and ſuffer the ſaid *C. D.* and her Aſſigns (in caſe ſhe ſhould ſurvive the ſaid *J. D.* her Husband) to have, enjoy, receive and perceive the ſame and every part thereof to her own proper uſe during ſo many years of the ſaid term as ſhe ſhould happen to live at ſuch days and times as the ſame *The Truſt.*

ſame is thereby limited to be paid, as in and by, &c. **And whereas** there is a Marriage intended to be ſhortly had and ſolemnized between the ſaid *E F.* and the ſaid *C. D.* And whereas it is agreed between the ſaid *E. F.* and *C. D.* that ſhe the ſaid *C. D.* ſhall and may from time to time and at all times as well during the ſaid intended Coverture between the ſaid *E F* and *C D* as if ſhe the ſaid *C D* were ſtill ſole and unmarried receive to her ſelf or otherwiſe diſpoſe of the ſaid Annuity or yearly Sum of, &c. aforeſaid, and of every part thereof and of all the Profits, Penalties or Sums of Money accrewing or becoming, or which may at any time hereafter accrew or become due or payable for or in reſpect or by reaſon of the ſame to ſuch perſon and perſons, and in ſuch manner as ſhe the ſaid *C. D.* ſhall think fit (excluſive always unto him the ſaid *E. E.* ſo as he ſhall not intermeddle nor have any thing to do therewith.) **Now this Indenture witneſſeth**, that in purſuance of the ſaid Agreement, and for and in conſideration of the ſeveral Sums of 5 *s.* apiece to them the ſaid *A. B C. D.* and *E. F.* ſeverally in hand paid by the ſaid *G. H.* and *J. K.* at or before, &c. the ſeveral Receipts whereof are hereby reſpectively acknowledged, and in purſuance and performance of the Truſt aforeſaid ſo veſted and remaining in the ſaid *A. B.* as aforeſaid, he the ſaid *A. B.* by and with the eſpecial direction, conſent and appointment of them the ſaid *C. D.* and *E. F.* teſtified by their being Parties unto and Sealing and delivery of theſe Preſents, hath granted, aſſigned and ſet over, and by theſe Preſents, &c. unto the ſaid *G. H.* and *J K.* their Executors, Adminiſtrators and Aſſigns the ſaid Annuity or yearly Rent of, &c. to be iſſuing and going forth of all the ſaid Meſſuages, &c. in the ſaid recited Indenture mentioned, and all Arrearages and Forfeitures thereof, or for the ſame. And all the Eſtate, Right, &c. of him the ſaid *A. B.* of, in, and to the ſame yearly Rent or Sum of, &c. and all Arrearages and Forfeitures thereof, together with the ſaid Indenture, and the benefit and advantage of all the Covenants

The ſeparate diſpoſal by the Wife.

Covenants and Clauſes therein contained. **To have and to hold**, perceive, receive and take the ſaid Annuity or yearly Rent-charge of, &c. and all Arrearages and Forfeitures thereof or for the ſame, together with the ſaid recited Indenture, and the benefit and advantage of Covenants and Clauſes therein contained unto them the ſaid *G. H.* and *J. K.* their Executors, Adminiſtrators and Aſſigns for, by and during all the reſt and reſidue of the ſaid term of Seventy years therein yet to come and unexpired, if ſhe the ſaid *C. D.* ſhall ſo long live in as large and ample manner to all intents and purpoſes as the ſame was granted to him the ſaid *A. B.* in and by the ſaid recited. Yet nevertheleſs upon the Truſts and Confidences, and *The Truſt.* to the uſes, intents and purpoſes herein after declared, and to none other uſe, intent or purpoſe whatſoever, That is to ſay upon Truſt and Confidence, and to the intent and purpoſe that they the ſaid *G. H.* and *J. K.* and the Survivor of them his Executors, Adminiſtrators and Aſſigns, ſhall and may demand, levy, take and receive the ſaid Annuity or yearly Rent charge and every part thereof, and Arrears and Forfeitures now due or to be due for or by reaſon of the ſame, and ſhall from time to time and at all times order, imploy, diſpoſe and pay the ſame Annuities, or yearly, &c. and every part thereof, and all Arrearages and Forfeitures of or for the ſame, and all the Proceed and Profits which ſhall be made thereof not unto him the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, or any other Perſon or Perſons for his or their uſe, or by his or their appointment, but unto the proper hands of the ſaid *C. D.* or to ſuch other Perſon or Perſons only and to ſuch other uſes, intents or purpoſes only, and in ſuch manner only as by any Writing or Writings to be Subſcribed by the ſaid *C. D.* with her own hand in the preſence of two or more Credible Witneſſes ſhall be from time to time declared, limited and appointed; and from time to time until ſuch appointment made and Subſcribed as aforeſaid by the ſaid *C. D.* they the ſaid *G. H.* and *J. K.* and the Survivor of

of them his Executors, Adminiſtrators and Aſſigns ſhall and may retain and keep in their own hands and cuſtody the ſaid yearly Rent or Sum of, &c. and every part thereof, and all Arrearages, &c. and all the Proceed and Profits which ſhall or may be made thereof until ſuch limitation or appointment ſhall be thereof made in manner as aforeſaid; and for default of ſuch limitation and appointment to be thereof made by the ſaid *C. D.* as aforeſaid of the ſaid yearly Rent or Sum or any part thereof in manner as aforeſaid, That then and in ſuch caſes they the ſaid *G. H.* and *J. K.* and the Survivor of them his Executors, Adminiſtrators and Aſſigns ſhall pay and diſpoſe of the ſame yearly Rent, or ſuch part thereof whereof no ſuch appointment is made in manner aforeſaid, not unto him the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, or to any other Perſon or Perſons to his or their uſe, or by his or their appointment, but to ſuch other Perſon or Perſons other than the ſaid *E. F.* who ſhall have right to Adminiſter as next of Kindred to the ſaid *C. D.* and to and for none other perſon, uſe, intent and purpoſe whatſoever.

For default of the Wives appointment then what remains in the Truſtees hands to be (not for the Husband) in Truſt for the next of Kin to the Woman.

[Covenant that *E. F.* hath not done nor will do any act to releaſe the Annuities or Arrears, and that ſhe the ſaid *C. D.* ſhall make ſuch ſeparate diſpoſal; and that the ſaid *G. H.* and *J. K* and the Survivor of them his Executors, Adminiſtrators and Aſſigns ſhall and may execute and perform the Truſts accordingly without the let, ſuit, trouble or interruption of him the ſaid *E. F.* his Executors, Adminiſtrators or Aſſigns.]

[*E. F.* Covenants not to intermeddle but to permit all Perſons to whom, &c. to receive, &c. *E. F.* not to do any foul act.]

And

Truſtees to Accompt for no more than they receive, and to deduct Charges.

And laſtly, it is declared and agreed by and between all and every the ſaid parties to theſe Preſents that they the ſaid *G.H.* and *J.K* (Truſtees herein before named) and the Survivor of them his Executors, Adminiſtrators and Aſſignes ſhall be only charged and chargable with and accomptable for ſuch Moneys as they ſhall reſpectively, actually receive by and out of the Premiſſes, and with no more, nor the one for the other, or with the Receipts or Disburſements the one of the other, and that they and every of them ſhall and may be ſaved harmleſs, and deduct to themſelves by and out of the Premiſſes of and for all ſuch Coſts, charges, damages and expences as they or any or either of them ſhall bear, ſuſtain, expend or be put unto by reaſon of the Premiſſes, or the Truſts thereof herein before declared, or the execution or management thereof, or in any wiſe touching or concerning the ſame. *In Witneſs*, &c.

A Preſident of Purchaſe of Lands, &c.

A Full Preſident of an abſolute Purchaſe of Lands, &c. with the uſual and neceſſary Covenants.

THis Indenture made the, &c. day of, &c. in the, &c. year of the Reign of, &c. Between *A. B.* of, &c. and *E.* his Wife of the one part, and *C. D.* of, &c. and *A. A.* of, &c. of the other part, Witneſſeth that the ſaid *A. B.* and *E.* his Wife for and in conſideration of the Sum of 500 *l.* of Lawful Money of *England* to him the ſaid *A. B.* in hand paid by the ſaid *C. D.* at and before the Enſealing and delivery of theſe Preſents, the receipt whereof they the ſaid *A. B.* and *E.* his Wife do by theſe Preſents acknowledge and thereof and of every part and parcel thereof do releaſe, acquit and diſcharge the ſaid *C. D.* his Heirs, Executors and Adminiſtrators, and every of them for ever by theſe Preſents, and for divers other good cauſes and conſiderations them and either of them eſpecially moving, Have granted, bargained, ſold, Enfeoffed, releaſed, delivered and confirmed, and by theſe Preſents do, and either of them doth grant, bargain, ſell, enfeoff, releaſe, deliver and confirm unto the ſaid *C. D.* (*If it be of a Mannour.*) All that the Mannor of *R.* with all its Rights and Appurtenances in the, &c. now or late in the Tenure or Occupation of, &c. and all and ſingular Meſſuages, Granges, Mills, Tofts, Villages, Curtelages, Dove-houſes, Barns, Buildings, Out-houſes, Gardens, Orchards, Lands, Meadows, Paſtures, Feedings, Parks, Commons, Woods, Underwoods, Rents, Reverſions, Services, and all and all manner of Tythes of what kind or nature ſoever they be,

be, and alſo all Fee-farms, Waters, Fiſhings, Firrs, Heaths, Moors, Marſhes, Ways, Waſts or void Grounds, Eſcheats, Reliefs, Heriots, Courts, Profits of Courts, Court-Leets, and views of Frankpledge, and all things appertaining thereunto, Goods and Cattels waived and ſtrayed, Goods and Chattels of Felons, Fugitive and out-law'd Perſons, Fines Amerciaments, Liberties, Fairs, Markets, Priviledges, and all other Profits, Commodities and advantages in *R.* aforeſaid and elſewhere in the ſaid County of, &c. to the ſaid Manor belonging, or in any wiſe appertaining or accepted, reputed or taken as part, parcel or member thereof.

(*If it be of Tythes and Rectory, then thus*) All that the Rectory and Parſonage of *R.* aforeſaid, (or, in the County, &c.) and all and every the Tythes of Corn, Grain, Hay, Lamb, Milk, Calf, and other the Tythes both predial and perſonal whatſoever yearly coming, growing, ariſing, renewing, accrewing or increaſing within the Town, Pariſh, Precinct or Territories of *R.* aforeſaid, and alſo the Advowſon, Gift, free diſpoſition and right of Patronage of the Rectory and Church of *R.* aforeſaid.

(*If of a Meſſuage and Lands, then thus*) All that Meſſuage or Tenement with the Appurtenances ſituate and being in *W.* in the County of, &c. wherein *A. B.* now doth dwell or inhabit, and all the Houſings or Houſes, Buildings, Courts, Yards, Foldyards, Outlets, Gardens and Orchards thereunto belonging or appertaining, and all the Lands, Meadows, Paſtures, Woods and Grounds belonging or appertaining to the ſame, or any part or parcel thereof, and which are hereafter more particularly mentioned, (that is to ſay) one Cloſe of Meadow Ground, containing by Eſtimation, &c. be the ſame more or leſs, &c. and let them be abutted, eſpecially the Freehold Land, &c. And all Trees, Timber, Woods and Underwoods now ſtanding or growing in and upon the ſaid Premiſſes in or upon or any part or parcel thereof. And the ſaid *A. B.* and *E.* his Wife for the Conſiderations aforeſaid do further grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *C. D.* his Heirs and Aſſigns the Reverſion and Reverſions, Remainder and

Remainders, Rents and Services of all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes with their and every of their Appurtenances hereby granted, bargained, aliened and ſold, and releaſed, or herein or hereby meant, mentioned or intended to be hereby granted, bargained, aliened, ſold and releaſed. And alſo all the Eſtate, Right, Title, Intereſt, Uſe, Poſſeſſion, Truſt, Claim or Demand whatſoever in Law, and Equity, or in Law or Equity of the ſaid *A. B.* and *E* his Wife, or either of them of, into or out of the ſaid Meſſuage, &c. with their and every of their Appurtenances, and of, into and out of every part and parcel thereof. And alſo all and every the Deeds, Charters, Writings, Evidences and Muniments whatſoever touching or in any wiſe only concerning the ſaid Meſſuage and Premiſſes, or any part or parcel thereof, and true Copies of all Deeds, Evidences, Writings, Muniments which concern the ſaid Premiſſes, jointly with or amongſt any other Meſſuages, Lands or Tenements which they or either of them have or hath in his, her, or their cuſtody or poſſeſſion, or can have or obtain without Suit in Law or Equity, the ſaid Copies to be made and written out and examined at the only Coſts and Charges of the ſaid *C. D.* his Heirs and Aſſigns.

To have and to hold the ſaid Meſſuage or Tenement, Houſings, Out-houſes, Buildings, Courts, Yards, Fold-yards, Out-lots, Gardens, Orchards, Meadows, Lands, Cloſes, Paſtures, Tenements, Hereditaments, and all and ſingular other the Premiſſes hereby granted, aliened, bargained and ſold, or hereby meant, mentioned or intended to be hereby granted, bargained and ſold, with their and every of their Appurtenances unto the ſaid *C. D.* his Heirs and Aſſigns for ever, to the only proper ~~and abſolute~~ uſe and behoof of the ſaid *C. D.* his Heirs and Aſſigns for ever. And the ſaid *A. B.* for himſelf and his Heirs doth Covenant and grant to and with the ſaid *C. D.* his Heirs and Aſſigns by theſe Preſents that he the ſaid *A. B.* and his Heirs all and every the aforementioned to be hereby granted, Meſſuage, Lands, Tenements and Hereditaments and Premiſſes

Premiſſes with their and every of their Appurtenances unto the ſaid *C. D.* his Heirs and Aſſigns againſt him the ſaid *A. B.* his Heirs and Aſſigns the ſaid *E.* his Wife and every of them, and againſt all and every perſon and perſons whatſoever having or lawfully ~~or equitably~~ claiming to have, or which ſhall or may at any time hereafter have or lawfully ~~or equitably~~ claim to have any lawful ~~or equitable~~ Eſtate, right, title, intereſt, uſe, truſt, claim or demand of, in, unto or out of the ſaid aforementioned to be hereby granted, Meſſuage, Lands, Tenements, Hereditaments and Premiſſes, or any part thereof, by, from or under or in Truſt for the ſaid *A. B.* and *E.* his Wife, or either of them, or by, from or under the Heirs and Aſſigns of the ſaid *A. B.* his, their or any of their Eſtate, act, title, means, default, conſent or procurement (except as is hereafter excepted) ſhall and will warrant, and for ever defend by theſe Preſents. And the ſaid *A. B.* doth for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, doth Covenant, promiſe, grant and agree to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe Preſents in manner and form following, (that is to ſay) that he the ſaid *A. B.* at the time of the Sealing and executing of theſe Preſents is lawfully, rightfully, abſolutely and ſolely ſeiſed, (but if the Eſtate came by the Wife, then it muſt be that they the ſaid *A. B.* and *E.* his Wife or one of them is lawfully, rightfully and abſolutely ſeiſed, &c.) of and in all and every the ſaid aforementioned to be hereby granted, Meſſuage, Lands, Tenements, Hereditaments and Premiſſes, with every of their Appurtenances of a good, ſure, firm, perfect and abſolute Eſtate of Inheritance in Fee-ſimple unto and unto the uſe of him, his Heirs and Aſſigns for ever without any manner of condition, power of Revocation, Limitation of uſe or uſes, Truſt, or other matter or thing whatſoever to alter, change, charge, incumber, impeach, determine or make void the ſame, and alſo that at and immediately before the Sealing and executing of theſe Preſents he the ſaid

A. B. is the true and lawful owner and proprietor of all and ſingular the ſaid hereby granted or mentioned, or intended to be hereby granted Premiſſes with their and every of their Appurtenances, and that he hath in himſelf good right and abſolute and lawful power and authority to grant, bargain, ſell, alien, releaſe and confirm the ſaid aforementioned to be hereby granted, Meſſuage, Lands, Tenements, Hereditaments and Premiſſes with their and every of their Appurtenances unto the ſaid *C. D.* his Heirs and Aſſigns in manner and form aforeſaid. And the ſaid *A. B.* for himſelf and the ſaid *E.* his Wife, his Heirs, Executors and Adminiſtrators, do Covenant in manner and form following, that is to ſay, that they the ſaid *A. B.* and *E.* his Wife, ſhall and will at the proper Coſts and Charges in the Law of the ſaid *C. D.* his Heirs and Aſſigns ~~on this ſide and~~ before the end of *Trinity* Term next enſuing the date of theſe Preſents before the Juſtices of our ſaid Sovereign Lady Queen *Anne*, as of his or their Court of *Common-Pleas* at *Weſtminſter*, or before other Perſons thereunto lawfully Authorized, acknowledge and levy in due form of Law one *fine ſur conuſance de droit come ceo*, &c. to be ingroſſed, recorded and ſued forth with Proclamations according to the Laws and Statutes of this Realm in ſuch Caſes made and provided, and according to the uſual courſe of Fines in ſuch Caſes uſed and accuſtomed unto the ſaid *C. D.* and his Heirs of all the ſaid Meſſuage, Lands, Tenements, Hereditaments and Premiſſes whatſoever hereby granted or mentioned to be granted, and of every part and parcel thereof with their and every of their Appurtenances by ſuch Name or Names, Quantities, Qualities, number of Acres, and other certainties, and in ſuch manner and form as by the ſaid *C. D.* his Heirs and Aſſigns, his or their Councel Learned in the Law ſhall reaſonably be adviſed or required. And it is agreed by and between all the ſaid Parties to theſe Preſents that the ſaid intended Fine ſhall be and enure, and ſhall be adjudged, deemed and taken to be and enure to the only and proper uſe and behoof of the ſaid *C. D.* his Heirs and Aſſigns,

and

and to and for none other uſe, intent or purpoſe whatſoever. And further that the ſaid *C. D.* his Heirs and Aſſigns, Farmers and Tenants, and every of them by vertue of theſe Preſents, and if the ſaid intended Fine ſhall or lawfully may from time to time and at all and every time and times for ever hereafter freely, quietly and peaceably have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid Meſſuage, Lands, Tenements, Hereditaments and Premiſſes hereby granted or mentioned or intended to be granted, and every part and parcel thereof with all and ſingular their and every of their Appurtenances. and all and every the Rents, Iſſues, Revenues and Profits thereof, and of every part and parcel thereof, coming, ariſing and growing, have, receive, perceive and take to his and their own uſe and behoof without any manner of Lett, Suit, trouble, vexation, eviction, diſturbances, or other hindrances or moleſtation whatſoever of the ſaid *A. B.* and *E.* his Wife, or either of them, his Heirs or Aſſigns, or of any other Perſon or Perſons whatſoever, any thing having or lawfully claiming to have in and to and out of the ſaid Premiſſes or any part or parcel thereof, by, from or under him the ſaid *C. D.* or *E. D.* late Father of the ſaid *D.* or any other of the Anceſtors of the ſaid *C. D.* or any of them other than of the Perſons and Leſſees whoſe Eſtates and Intereſts are hereafter in theſe Preſents excepted for and in reſpect only of the ſaid Eſtates and Intereſts ſo excepted, and not otherwiſe. And alſo that the ſaid Meſſuage, Lands, Tenement, Hereditaments, and all and ſingular other the Premiſſes hereby granted or mentioned or intended to be hereby granted as aforeſaid, and every part and parcel thereof with all and ſingular their and every of their Appurtenances now are and from henceforth for ever hereafter ſhall remain, continue, and be unto the ſaid *C. D.* his Heirs and Aſſigns free and clear, and freely and clearly acquitted, freed, exonerated and diſcharged, or otherwiſe upon reaſonable requeſt, well and ſufficiently ſaved harmleſs and kept indempnified of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Feoffment,

ment, Deviſes, Uſes, Mortgages, Joyntures, Dowers, the right and title of Dower of the ſaid *E.* Wife of the ſaid *C. D.* Intails, Eſtates, Leaſes, Rights, Titles, Rents, Rents-charge, Rents-ſeck, Arrears of Rents, Iſſues, Fines, Poſt-fines, Seiſures and Amerciaments, Debts, Duties, Judgments, Executions, Recognizances, Statutes Merchant, and of the Staple, and all Debts of Record, Extents, Deliberates, Sequeſtrations, Decrees, Titles, Troubles, Forfeitures and Incumbrances whatſoever, had, made, committed, done, knowledged or ſuffered, or cauſed or procured to be made, committed, done, knowledged, ſuffered or executed by the ſaid *A. B.* his Heirs and Aſſigns, or by any of the Anceſtors of the ſaid *C. D* or by any other Perſon or Perſons whatſoever lawfully claiming by, from or under him the ſaid *C. D.* or any of them, or that ſhall or may hereafter ſo claim any lawful or equitable Eſtate, Right, Title, Intereſt, truſt, claim or demand whatſoever of, in, to and out of the ſaid Premiſſes, or any part thereof, by, from or under him, them, or any of them, their, or any of their means, conſent, act, privity, knowledge, or procurement. One Leaſe Indented bearing date, &c. and made by the ſaid *A. B.* unto one *O. O.* for the term of 21 years to commence from, &c. of, and in a certain Cloſe called, &c. parcel of the ſaid hereby granted Premiſſes, at and under the yearly Rent of, &c. payable at ſuch days and times as are therein mentioned. Which ſaid Rent of, &c. ſhall continue and become due and payable to the ſaid *C. D.* his Heirs and Aſſigns during the ſaid term.

And further the ſaid *A. B.* for himſelf and the ſaid *E.* his Wife, and for his Heirs, Executors and Adminiſtrators doth Covenant and grant to and with the ſaid *C. D.* his Heirs and Aſſigns and every of them by theſe Preſents, That he the ſaid *A. B.* and *E.* his Wife, and the Heirs and Aſſigns of the ſaid *A. B.* and all and every other Perſon and Perſons whatſoever having or lawfully claiming to have, or which ſhall or may at any time or times thereafter have or lawfully claim to have any Eſtate, Right, Title

tle or Intereſt of, in, or to the Premiſſes hereby granted or mentioned to be granted, or of, in, or to any part or parcel thereof, by, from or under the ſaid *A. B.* or any of the Anceſtors of the ſaid *A. B.* other than the Perſons and Leſſees whoſe Eſtates and Intereſts are before excepted for and in reſpect only of the Eſtates and Intereſts ſo excepted, ſhall and will from time to time and at all and every time and times hereafter within the ſpace of ſeven years next enſuing the date of this preſent Indenture at and upon the reaſonable requeſt and proper Coſts and Charges in the Law of the ſaid *A. B.* his Heirs and Aſſigns, or ſome of them, do, make, levy, execute, acknowledge and ſuffer and cauſe to be done, made, levied, acknowledged, executed and ſuffered all and every ſuch further and other reaſonable act and acts, thing and things, deviſe and deviſes, aſſurances and Conveyances in the Law whatſoever, for the farther, better and more perfect aſſurance ſurmitting, conveying of the ſaid Meſſuage or Tenement, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes hereby granted or mentioned to be granted, or any of them, and of every or any part or parcel thereof, with all and ſingular their and every of their Appurtenances unto the ſaid *C. D.* his Heirs and Aſſigns, be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds Indented, or Poll, Enrolled or not Enrolled, Common Recovery, with ſingle double or treble Voucher or Vouchers, Releaſe or Confirmation, and by all or every or any of the ſaid ways or means, or by any other ways and means whatſoever, as by the ſaid *C. D.* his Heirs and Aſſigns his or their Councel Learned in the Law ſhall be reaſonably deviſed, adviſed or required, ſo as the ſaid farther Aſſurance ſo to be made or any of them do not nor ſhall contain any farther or other Warranty or Covenants than are herein in theſe Preſents contained, and ſo as for the willing, knowledging and executing of ſuch farther Conveyances and Aſſurances, or any of them the Perſons that ſhall be required to make or execute the ſame be not compelled nor compellable to travel above the ſpace of 20 Miles from

from his, her or their place of Reſidence or abode at the time of ſuch requeſt to be made for the doing and executing thereof. And it is hereby Covenanted, concluded, granted and agreed by and between the ſaid parties to theſe Preſents, and their Heirs, That the ſaid intended Fine above mentioned, and all and ſingular other Fine and Fines, Common Recoveries, and further Aſſurances and Conveyances whatſoever herein before Covenanted to be made, done, levied, executed or acknowledged, and every of them, and all and every other Fine and Fines, Recovery and Recoveries, and other Aſſurance and Aſſurances whatſoever of the ſaid Premiſſes hereby granted or mentioned to be granted, and every or any part or parcel thereof hereafter to be had, made, levied, executed or acknowledged between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them ſhall be party or parties ſhall be and enure and ſhall be conſtrued, judged, deemed and taken to be and enure; and that all and every Perſon and Perſons which now ſtand and be ſeiſed, or which ſhall at any time or times hereafter ſtand and be ſeiſed of the ſaid Premiſſes hereby granted or mentioned to be granted, or any part or parcel thereof ſhall ſtand and be ſeiſed thereof, and of every part and parcel thereof, to the only proper uſe and behoof of the ſaid *C. D.* his Heirs and Aſſigns for ever and to none other uſe, intent or purpoſe whatſoever.

And for the better execution of theſe Preſents the ſaid *A. B.* hath conſtituted, and in his place and ſtead put and by theſe Preſents doth conſtitute and in his ſtead and place put the ſaid *A. A.* his true and lawful Attorney for him in his name, place and ſtead to enter into the ſaid Meſſuage or Tenement, Lands, Tenements and Hereditaments, and all and ſingular other the Premiſſes hereby granted or mentioned to be granted, or any part or parcel thereof in the name of the whole and quiet poſſeſſion and ſeiſin thereof, and of every part and parcel thereof, or of any part or parcel thereof, in the name of the whole for and in the name of the ſaid *A. B.* to have and take, and after ſuch

Entry

Entry had and made, and poſſeſſion and ſeiſin ſo had and taken as aforeſaid to deliver quiet poſſeſſion and ſeiſin thereof, and of every part and parcel thereof, or of any part and parcel thereof in the name of the whole unto the ſaid *C. D.* or to his certain Attorney or Attorneys in that behalf lawfully authorized to take and receive the ſame: To be had and held according to the tenor, form and effect of theſe Preſents. *In Witneſs*, &c.

General

General Conveyances.

A Deed of Settlement.

THis **Indenture Tripartite** made, &c. Between *J. B.* of, &c. and Sir *W. B.* of, &c. of the first part, *W. B.* of, &c. Second Son of the said Sir *W. B.* and *E. D.* one of the Daughters of Sir *E. D.* of the Second part. And the said Sir *E. D.* and *J. D.* Son and Heir Apparent of the said Sir *E D.* of the third part. **Whereas**, a Marriage by the Grace of God is intended, and agreed upon to be shortly had and Solemnized between the said *W. B.* and *Eliz. D.* And **Whereas** for the better executing of Estates agreed to be settled on the said intended Marriage, the said Sir *J. B.* and Sir *W. B.* by Indenture bearing date, the day before the date hereof, have bargained and sold unto the said Sir *E. D.* and *J. D.* all that Mannor or Mannors, or reputed Mannor or Mannors of *W.* in, &c. And all and singular other the Mannors, Lands, Tenements and Hereditaments herein after Mentioned, for the Term of one whole Year from the day before the Date thereof to the Intent that by Vertue thereof, and of the Statute for transferring uses into Possession, the said Sir *E. D* and *J. D* might be in actual possession of the Premisses, and be inabled to accept a Grant of the Reversion and Inheritance thereof to them and their Heirs to the uses to be thereof declared. As by the said **Indenture** relation being thereunto had may appear. Now this **Indenture Witnesseth**, That in Consideration of the said intended Marriage, and of the Sum of 3500 *l.* of, &c. by the said Sir *E. D.* to the said Sir *J. B.* and Sir *W. B.* paid and secured to be paid and of the Sum of, &c. more of like Money to the said *W. B* in hand paid by the said Sir *E. D.* which said several Sums of, &c. are for the Marriage Portion of the said *E D.* and for a Provision for the present Main-

Maintenance and Support of the ſaid *W. B.* and *Eliz.* and for a Joynture for the ſaid *Eliz.* for her Life in Recompence and Satisfaction of all Dower and Thirds at the Common Law, which ſhe may have or Claim in the Lands of the ſaid *W. B.* in Caſe the ſaid Marriage take effect, and that ſhe ſurvive the ſaid *W. B.* for ſettling and Aſſuring the Mannors, Capital Meſſuages, and all and ſingular the Lands, Tenements and Hereditaments herein after mentioned to the Several and Reſpective uſes upon the Truſts and under the Proviſoes herein after declared and mentioned, and for divers other good cauſes and conſiderations the ſaid Sir *J. B.* and Sir *W. B.* thereunto moving. They the ſaid Sir *J. B.* and Sir *W. B.* have granted, Leaſed, Aliened and Confirmed, and by theſe Preſents do Grant, Leaſe, Alien and Confirm to the ſaid Sir *E. D.* and *J. D.* in their Actual poſſeſſion now being by virtue of the ſaid Indenture of Bargain and Sale for the Term of one whole year, and of the Statute for transferring uſes into poſſeſſion, All that the Mannor or Mannors, Meſſuages, reputed Mannor or Mannors, &c. And the Reverſion and Reverſions, Remainder and Remainders of all and ſingular the ſaid Mannor and Mannors, Meſſuages, Tenements, Hereditaments and Premiſſes whatſoever. And all the Eſtate and Eſtates, Parts, Purparts and Moieties, and all the Right, Title, Intereſt, Claim and Demand whatſoever of them the ſaid Sir *J. B.* and Sir *W. B.* or either of them of in and to the ſaid Mannor or Mannors, Meſſuages, Tenements, Hereditaments and Premiſſes, every or any of them, or of, in, or unto any part or parcel thereof. **To have and to Hold** The ſaid Mannor and Mannors, with their and every of their Appurtenances unto the ſaid Sir *E. D.* and Sir *W. B.* and their Heirs to the Several and Reſpective uſes, upon the Truſts and under the Proviſoes and Agreements herein after declared and contained, (that is to ſay) as to one moiety of the ſaid Mannor, &c. to the uſe of the ſaid Sir *J. B.* and his Heirs until the ſaid intended Marriage ſhall be had and Solemnized. And as to the other Moiety, &c. to the uſe of the ſaid Sir *W. B.* and his Heirs until the ſaid intended

tended Marriage ſhall be had and Solemnized, and from and after the Solemnization of the ſaid intended Marriage as to, for and concerning the ſaid Mannor or Mannors, and whatſoever to the Premiſſes laſt mentioned any or either of them ſhall be belonging or reputed, deemed or taken to be part or enjoyed therewith as part, parcel or Member thereof, to the uſe of the ſaid *W. B.* for and during the Term of 99 years, if the ſaid *W. B.* ſhall ſo long Live without Impeachment of or for any manner of Waſte, and with free Liberty to commit Waſte; and after the expiration or other ſooner determination of the ſaid Term of 99 years, to the uſe of the ſaid Sir *E D.* and *J. D.* and their Heirs for and during the Life of the ſaid *W. B.* upon Truſt to ſupport the Contingent uſes and Eſtates herein after limited from being deſtroyed. And for that purpoſe to make Entries as occaſion ſhall require. But nevertheleſs upon Truſt to permit the ſaid *W. B.* to receive and take the Rents and Profits thereof, during his Life, and after the Deceaſe of the ſaid *W. B.* to the uſe of the ſaid *Eliz. D.* for the term of her Life, for her Joynture, and in full Recompence of her Dower and Thirds at the Common Law, which ſhe ſhall or may claim in any the Lands, Tenements or Hereditamentt of the ſaid *W. B.* And after the ſeveral Deceaſes of the ſaid *W. B.* and *Eliz. D.* to the uſe of the firſt Son of the Body of the ſaid *W. B.* on the Body of the ſaid *Eliz. D.* to be begotten, and the Heirs Male of the Body of ſuch firſt Son Iſſuing, and for default of ſuch Iſſue, to the uſe of the ſecond Son, and all and every other the Son and Sons of the Body of the ſaid *W. B.* on the Body of the ſaid *Eliz. D.* to be begotten ſeverally and reſpectively one after another, as they and every of them ſhall be in Seniority of Age, and Priority of Birth, and of the ſeveral and reſpective Heirs Males of the Body or Bodies of all and every ſuch Son and Sons Iſſuing, the Eldeſt of ſuch Sons, and the Heirs Males of his Body Iſſuing, being always preferred before the younger of ſuch Sons, and the Heirs Males of his Body Iſſuing, being always preferred before the younger of ſuch Sons, and the Heirs Male of his or

their

their Bodies Iſſuing, and for default of ſuch Iſſue, to the uſe of the ſaid Sir *E. D.* and *J. D.* their Executors and Adminiſtrators, for and during the Term of 500 years upon the Truſt, and under the Proviſo herein after expreſſed and declared. And after the expiration or other determination of the ſaid Term of 500 years to the uſe of the ſaid *W. B.* and the Heirs Male of his Body lawfully to be begotten, and for default of ſuch Iſſue, to the uſe of the ſaid *W. B* his Heirs and Aſſigns for ever. And as touching the ſaid ſeveral and reſpective Eſtates and Terms of 500 years herein before Limited, unto the ſaid Sir *E. D.* and *J. D.* It is declared that the ſame are Limited unto them upon the Truſts, and to the Intents and purpoſes herein after expreſſed, (that is to ſay) upon Truſt that in Caſe there ſhall be no Iſſue Male of the Body of the ſaid *W. B.* Begotten on the Body of the ſaid *Eliz. D.* or if the Iſſue between them ſhall happen to die without Iſſue Male before he or they attain the Age of One and Twenty years, and that there ſhall be Iſſue between the ſaid *W. B* and *E. D.* one or more Daughter or Daughters, ſhall have the Reſpective Portions and Sums of Money herein after Expreſſed (that is to ſay) If there ſhall be but one Daughter only, and no more; then ſuch only Daughter to have the Sum of 4000 *l.* for her Portion. And if there ſhall be two ſuch Daughters then the ſaid two Daughters to have the ſeveral Sums of 3000 *l.* apiece for their Portions: or if there ſhall be three or more Daughters to have the Sum of 9000 *l.* for their Portions to be Equally divided amongſt them in ſhare and proportion alike, the ſaid Portions to be paid by the ſaid Sir *E. D.* and *J. D.* their Executors and Adminiſtrators out of the Rents and Profits of the Premiſſes ſo limited to them, for the ſaid ſeveral Terms of 500 years as aforeſaid, or by Leaſe or Leaſes, Sale or Sales thereof, or of any part or parts thereof. And to be payable unto the ſaid Daughter and Daughters at her and their Reſpective Ages of Eighteen years, or days of Marriage (ſuch Marriage being after their Reſpective Ages

of

of Sixteen years) which ſhall firſt happen. And in the mean time until the ſaid Portions ſhall be payable the ſaid Daughter and Daughters to be allowed out of the Rents and Profits of the ſaid Premiſſes, the yearly Sum and Sums of, &c. apiece for her or their Maintenances, and after the ſaid Portions and Maintenance ſhall be raiſed and paid, or in Caſe the ſaid *W. B.* ſhall not have any Iſſue Female by him begotten on the Body of the ſaid *Eliz. D.* or if ſuch Iſſue Female ſhall all happen to die before any of the ſaid Portions ſhall become payable, then the ſeveral Eſtates and Terms of 500 years in the Premiſſes, or ſo much thereof as ſhall remain unſold, to go with and Attend the Reverſion and Inheritance of the Premiſſes immediately Expectant upon the ſaid ſeveral Terms. According to the Uſes and Eſtates thereof herein before Limited. *In Witneſs*, &c.

Grant

Grant of a Rent-charge and Settlement.

THis Indentute, &c. Between *W. Smith* of, &c. and *G.* his Wife of the one part, and *R. Avery* of, &c. and *John Smith* Son and Heir apparent of the ſaid *W.* and Grace of the other part. Witneſſeth, that the ſaid *W. S* and *G.* his Wife, for and in conſideration of the Sum of 300 *l.* &c. by the ſaid *John S.* to the ſaid *W.* and *G.* ſecured and ſatisfied at the time of the Sealing and delivery hereof, the Receipt whereof they do hereby acknowledge, and to the intent and purpoſe that the Meſſuage, &c. hereafter granted may be ſubject to the ſeveral yearly Rents with Diſtreſs for the ſame, and either of them in ſuch manner as hereafter is limited and expreſſed; Have remiſed, releaſed, and perpetually and abſolutely quit claimed and confirmed, and by theſe Preſents do demiſe, &c. unto the ſaid *R. A.* in his actual Poſſeſſion and Seiſin now being, &c. and to the Heirs and Aſſigns of the ſaid *Richard* All that, &c. To have and to hold the ſaid, &c. unto the ſaid *R. A.* his Heirs and Aſſigns for ever, upon ſpecial Truſt and confidence that the ſaid *R. A.* his Heirs and Aſſigns ſhall ſtand ſeiſed of the ſame Meſſuage, &c. to the uſe, intent and purpoſe that the ſaid *W. S.* and *G.* his Wife may yearly from and after the making hereof for and during their joynt Lives, and no longer perceive, receive, have, take and enjoy one yearly Rent or Sum of 30 *l. per Annum* of Lawful, &c. to be iſſuing, going and payable out of the ſaid Meſſuage, &c. and all other the aforeſaid Premiſſes at two days in the year, (that is to

ſay) the 25th day of *March*, and the 29th day of *September* by two even or equal Portions: And that in default of payment thereof at the days of payment aforeſaid contrary to the true intent and meaning of theſe Preſents, That then and ſo often it ſhall and may be lawful to and for the ſaid *W. S.* and *G.* his Wife, or their Aſſignee or Aſſignees upon every ſuch default during the Joynt Lives of them the ſaid *W.* and *G.* and no longer into the ſaid Meſſuage, &c. and other the Premiſſes to enter and diſtrain for the ſaid yearly Rent of 30 *l.* or for any part thereof, and for the Arrearges thereof (if any ſhall be) and the Diſtreſs and Diſtreſſes there taken and had, to lead, drive, take and carry away, impound, detain and keep until the ſaid *W. S.* and *G.* his Wife of the ſaid yearly Rent of 30 *l.* and of the Arrearages thereof be fully ſatisfied and paid. But upon death of either of them the ſaid *W.* or *G.* which ſhall firſt happen the ſaid yearly Rent of 30 *l.* and the Diſtreſs for the ſame as before Limited immediately thereupon and from henceforth ſhall determine and ceaſe to all intents and purpoſes whatſoever. And upon further Truſt and Confidence that the ſaid *R. A.* his Heirs and Aſſigns immediately from and after the death of the ſaid *W. S.* and *G.* his Wife, which ſhall firſt happen ſhall ſtand ſeiſed of the ſaid Meſſuage, &c. to the uſe, intent or purpoſe that the Survivor of them the ſaid *W. S.* and *G.* his Wife ſhall and may yearly from and after the death of either of them the ſaid *W.* or *G.* which ſhall firſt happen for and during all the then reſt and reſidue of the natural life of the Survivor of them perceive, receive, have, take and enjoy the yearly Rent or Sum of 20 *l. per Annum* of Lawful, &c. to be iſſuing, going and payable out of the ſaid Meſſuage &c. at two days in the year, (that is to ſay) the 25th of *March* and 29th of *September* by two even and equal Portions; the firſt payment thereof to begin and be made at ſuch of the ſame two days of payment which ſhall firſt happen after the death of him or her which of them the ſaid *W.* or *G.* ſhall firſt depart this life. And that in default of payment thereof at the ſame two days of payment con-

contrary to the true meaning of theſe Preſents, that then and ſo often it ſhall and may be lawful to and for the Survivor of them the ſaid *W.* and *G.* into the ſaid Meſſuage, &c. to enter and diſtrain for the ſaid yearly Rent of 20 *l. per Annum*, or any part thereof, and the Arrearages thereof (if any ſhall be) and the Diſtreſs and Diſtreſſes there taken to lead, drive, take and carry away, impound, derain and keep until the ſaid Survivor of them the ſaid *W.* and *G.* of the ſaid yearly Rent or Sum of 20 *l.* and of the Arrearages thereof (if any ſhall be) be fully ſatisfied and paid. And as touching and concerning the ſaid Meſſuage, &c. and all and ſingular other the Premiſſes upon Truſt and Confidence, and to the intent and purpoſe that the ſaid *R. A.* his Heirs and Aſſigns ſhall ſtand ſeiſed thereof and of every part thereof (charged and chargable nevertheleſs with the ſaid ſeveral Rents of 30 *l. per Annum* and 20 *l. per Annum* with Diſtreſs for the ſame ſeveral Rents reſpectively in manner as above expreſſed and declared) to the uſe of the ſaid *J. S.* his Heirs and Aſſigns for ever. Warranty from *W.* againſt him and *G.* his Wife. And the ſaid *W. S.* for himſelf and the ſaid *G.* his Wife and for the Heirs, Executors and Adminiſtrators of the ſaid *W.* and every of them doth Covenant and grant to and with the ſaid *R. A.* his Heirs and Aſſigns, and every of them, by theſe Preſents that the ſaid *R. A.* his Heirs and Aſſigns and every of them upon the Truſts and Confidences, and to the uſes, intent and purpoſes aforeſaid ſhall and may at all times hereafter peaceably and quietly have, hold and enjoy, &c. and receive and take the Rents, Iſſues and Profits thereof, and of every part thereof without any the Lett,&c. of the ſaid *W. S.* and *G.* his Wife, or either of them, their, or either of their Heirs, or any other Perſon or Perſons claiming or to claim by, from or under her or either of them. And alſo that the ſaid *W. S.* and *G.* his Wife, and either of them, their and either of their Heirs, and all and every other Perſon or Perſons claiming or to claim from, by or under them or

either of them ſhall and will at all and every time and times hereafter at every the reaſonable Requeſts, Coſts and Charges of the ſaid *J. S.* his Heirs or Aſſigns make, do, &c. and cauſe to be made, done, &c. all and every ſuch further and other Act and Acts, Things and Devices, Conveyance and Aſſurance for the further, better, more perfect conveying, aſſuring or ſure making of all and ſingular the above mentioned or intended to be Releaſed Premiſſes, every or any part or parcel thereof unto the ſaid *R. A.* his Heirs and Aſſigns upon the Truſts and Confidences, and to and for the uſes, intents and purpoſes aforeſaid as by the ſaid *R. A.* and *J. S.* or either of them, their or either of their Heirs or Aſſigns, or Councel Learned, ſhall be deviſed or adviſed and required. *In Witneſs*, &c.

A Declaration in Truſt.

TO all People to whom this preſent Writing ſhall come: I *R.B.* of, &c. Gent. ſend Greeting. Whereas *J. B.* of, &c. by Deed of Sale, or Writing under his Hand and Seal, bearing Date the day of, &c. being the day before the Date hereof, hath bargained, ſold, transferred, and ſet over unto me the ſaid *R. B.* one equal 16th part of the New Ship, or Veſſel, called the, &c. of the Burthen of, &c. or thereabouts; now riding at Anchor in the River of *Thames*; and alſo one Equal 16th part of all and ſingular the Maſts, Sails, Sail Yards, Anchors, Cables, Ropes, Cords, Boats, Oars, Ordnances, Guns, Gun powder, Shot, Tackle, Apparel, Ammunition, Furniture, and Appurtenances whatſoever, to the ſaid Ship or Veſſel belonging, or in any wiſe appertaining, To have and to hold, The ſaid Equal 16th part of the ſaid Ship, and all other the Premiſſes in, and by the ſaid Deed of Sale mentioned, or intended to be granted, transferred and ſet over, and every part thereof unto me, the ſaid *R. B.* my Executors, Adminiſtrators and Aſſigns for ever, as by the

the ſaid Writing or Deed of Sale, more fully and largely appeareth. **Now know ye**, That I the ſaid *R. B.* do here-declare, That the ſaid Writing, or Deed of Sale, of the Premiſſes before mentioned, is made to me only in Truſt to and for the only uſe benefit and behoof of the ſaid *J. B.* his Executors, Adminiſtrators and Aſſigns. And that I the ſaid *R. B.* paid no Money or other Conſideration for the ſame; But that the ſame Equal 16th part of the ſaid Ship or Veſſel, and all other the Premiſſes in and by the ſaid Deed of Sale mentioned, to be to me granted are the proper Goods and Chattels of the ſaid *J. B* his Executors, Adminiſtrators and Aſſigns, for and notwithſtanding the ſaid Writing or Deed of Sale to me made as aforeſaid, and are to be and remain to and for the only proper uſe, benefit and behoof of the ſaid *J. B.* his Executors, Adminiſtrators and Aſſigns. And I the ſaid *R. B* do hereby deny and diſclaim the having any Right, Title, Intereſt, Property, Claim or Demand, of, in, or to the ſaid Sixteenth part of the ſaid Ship or Veſſel, and other the Premiſſes in and by the ſaid Writing or Deed of Sale to me granted as aforeſaid, otherwiſe than in Truſt as aforeſaid, to and for the uſe, benefit and behoof of the ſaid *J. B.* his Executors, Adminiſtrators and Aſſigns as aforeſaid. *In Witneſs*, &c.

A Declaration in Truſt.

TO all People to whom this preſent Writing ſhall come. *H. T.* of, &c. ſendeth Greeting, **Whereas** *R. W.* of, &c. by his **Indenture** of Aſſignment bearing date the day before the date hereof, for and in Conſideration of the Sum of, &c. to him the ſaid *R. W.* in hand paid, hath Granted, Bargained, Sold, Aſſigned and ſet over unto the ſaid *H. T.* one Indenture of Leaſe, bearing date the, &c. in the, &c. year of Her now Majeſty's Reign, by which ſaid Indenture of Leaſe *T. J.* and, &c. of, &c. Have Demiſed, Granted, and to Farm-letten unto the ſaid *R. W.* all that Meſſuage, &c. and for the Conſiderations therein Mention-

ed, have Demiſed, Leaſed, and to Farm-letten unto the ſaid *R. W.* all thoſe Meſſuages, &c. to be built by him the ſaid *R. W.* in the place and ſtead of the four other Meſſuages, lately burnt and conſumed by the late Terrible Fire, in and on the Ground whereon the ſame formerly ſtood ſituate, &c. with other the Premiſſes in and by the ſaid Indenture of Leaſe demiſed for the Term of, &c. **To have and to hold** the ſaid Indenture of Leaſe, and all and ſingular the Meſſuages or Tenements, and Premiſſes thereby demiſed, and all the Eſtate, Right, Title, Intereſt, term and terms of years yet to come and unexpired, Claim and demand whatſoever of him the ſaid *R. W.* of, in, or to the ſame or any part thereof from the day of the date of the ſaid Indenture of Aſſignment, for and during all the Reſt and Reſidue of the ſaid ſeveral terms of years, in and by the ſaid two ſeveral Indentures of Leaſe, Granted, and therein to come and unexpired, with Proviſo or Condition in the ſaid Indenture of Aſſignment, That if the ſaid *R. W.* his Heirs, Executors or Adminiſtrators, or any of them do well and truly pay or cauſe to be paid unto the ſaid *H. T.* his Executors, Adminiſtrators or Aſſigns, the full Sum of, &c. of Lawful Money of *England*, on the day of, &c. which ſhall be in the year of, &c. that then the ſaid Indenture of Aſſignment, to Ceaſe, Determine, and be utterly void, and the ſame to be delivered up to be Cancelled. And the ſaid Indentures of Leaſe, to be redelivered unto the ſaid *R. W.* his Executors and Adminiſtrators, ſafe, ſound, fair and uncancelled, as by the ſaid Indenture of Aſſignment at large appeareth, **Now know ye,** That the ſaid *H. T.* hath declared and doth hereby declare, that the Money lent upon the ſaid Mortgage and every part thereof, is the Portion and proper Moneys of *M. O.* of, &c. Daughter of, &c. Deceaſed. And that the Name of the ſaid *H. T.* is only uſed in Truſt, to and for the uſe of the ſaid *M. O.* and not otherwiſe, and that all the Moneys, profit, benefit and advantage whatſoever, to be due accrewing or growing upon or by virtue of the ſaid Indenture or Aſſignment, Clearly and Solely belongeth and appertaineth

unto

unto the ſaid *M. O.* And the ſaid *H. T.* for himſelf, his Executors and Adminiſtrators, doth hereby Covenant and promiſe to and with the ſaid *M. O.* and her Executors and Adminiſtrators, that he the ſaid *H. T.* and his Executors and Adminiſtrators, ſhall and will upon the reaſonable requeſt, and at the Coſt and Charges of the ſaid *M. O.* her Executors or Adminiſtrators, Convey and Aſſign the ſaid Indenture of Aſſignment, and all his and their Right, Title, Intereſt, Claim and Demand whatſoever thereunto, or to the Aſſigned Premiſſes therein mentioned unto the ſaid *M. O.* her Executors, Adminiſtrators or Aſſigns, or to ſuch other Perſon or Perſons, as ſhe or they ſhall nominate and appoint. *In Witneſs*, &c.

A Diſcharge for Rent.

REceived the day and year above written of *C. D.* of, &c. for his years Rent, due at the Nativity of our Bleſſed Lord and Saviour Chriſt Jeſus, laſt paſt, the Full whole and Juſt of, &c. for Houſes and Lands in the County of, &c.

By me *A. B.*

A Defeazance.

THis Indenture made, &c. Between *J. P.* of, &c. of the one part, and *H. C.* of the other part, Whereas the ſaid *J. P.* by his Recognizance in the Nature of a Statute Staple, bearing even date with theſe Preſents, taken and acknowledged, before, &c. Lord Chief Juſtice of His Majeſties Court of *Kings Bench* at *Weſtminſter* is, and ſtandeth bound, to the ſaid *H. C.* in the Sum of, &c. And whereas the ſaid *J. P.* together with *A. C.* of, &c. and *T. C.* of, &c. ſtand bound to the ſaid *H. C.* in and by one Obligation bearing date alſo with theſe Preſents conditioned for the payment of the Sum of, &c. being the ſame Sum

intended to be ſecured by the ſaid Recognizance on the, &c. day of, &c. next enſuing the date thereof, at or in the, &c. as in and by the ſaid Recognizance or Statute Staple, and Obligations and Conditions thereof, may appear. Now this Indenture **Witneſſeth**, and the ſaid *H. C.* is contented and well pleaſed, and doth for himſelf, his Heirs, Executors and Adminiſtrators, Covenant and promiſe, That if the ſaid *J. P.* his Heirs, Executors and Adminiſtrators, or any of them, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *H. C.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of, &c. on the ſaid, &c. day of, &c. at or in the ſaid, &c. According to the ſaid Condition of the ſaid Obligation, that then the ſaid Recognizance or Statute, to be void and of none Effect, or elſe to remain, and be in full Force and Virtue.

Defeazance of a Statute for Performing of a Covenant.

This Indenture, &c. Between *E. F.* of the one part, and *G. H.* of the other part, whereas in and by one Recognizance in the nature of a Statute Staple, bearing even date with theſe Preſents taken and acknowledged before, &c. the ſaid *G. H.* is and ſtandeth bound unto the ſaid *E. F.* in the Sum of, &c. payable; as by the ſaid Recognizance may at large appear. **Now this Indenture Witneſſeth**, That it is nevertheleſs Covenanted, Conditioned and agreed by and between the ſaid parties to theſe Preſents, and the ſaid *E. F.* for him and his Heirs, Executors and Adminiſtrators, doth Covenant, promiſe and agree to and with the ſaid *G. H.* his Heirs and Aſſigns by theſe Preſents, that if the ſaid *G. H.* his Heirs, Executors and Adminiſtrators, and every of them, do and ſhall well and truly pay, perform, obſerve, fulfill and keep all and every the Payments, Covenants, Conditions and Agreements, which on his and their parts and behalf, are and ought to be paid, obſerved, performed, fulfilled and kept, contained

ed in one **Indenture** bearing date, &c. and made or mentioned to be made, between the ſaid *E. F.* of the one part, and the ſaid *G. H.* of the other part, and that in all things according to the true intent and meaning of the ſame Indenture, then and at all times from henceforth the ſaid Recognizance or Statute Staple ſhall be void and of none Effect, and ſhall be delivered up, to be at the Coſts and Charges of the ſaid *G. H.* his Heirs, and Aſſigns vacated on Record. *In Witneſs*, &c.

A Defeazance upon a Judgment with a Releaſe of Errors.

This Indenture made, &c. Between *E F* of, &c. of the one part, and *G H.* of, &c. of the other part, &c. That whereas the ſaid *E. F.* in this preſent, &c. Term hath recovered a Judgment againſt the ſaid *G. H.* in the Court of *Common Bench* at *Weſtminſter*, for 200 *l.* Debt, beſides Coſts of Suit as by the Record thereof remaining in the ſaid Court more at large it may and doth appear. Nevertheleſs the ſaid *E F.* is contented and pleaſed, and by theſe Preſents doth Covenant and grant for him his Executors and Adminiſtrators, to and with the ſaid *G. H.* his Heirs, Executors, Adminiſtrators and Aſſigns, that if the ſaid *G. H.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *E. F.* his Executors, Adminiſtrators or Aſſigns, the full Sum of, &c. of Lawful Money of *England*, on the day of, &c. which ſhall be in the, &c. that then he the ſaid *E F.* his Executors, Adminiſtrat. and Aſſigns, ſhall and will upon reaſonable requeſt, and at the Coſts and Charges of the ſaid *G. H.* his Executors or Aſſigns, acknowledge or cauſe to be acknowledged ſatisfaction upon Record of and for the ſaid Judgment and the Debt and Damages thereby recovered, and ſhall not, nor will not take out, or cauſe to be taken out any Execution or Executions, upon the ſaid Judgment againſt the ſaid *G. H.* his Heirs,

Executors,

Executor or Adminiſtrators, or any of them, or againſt his or their Goods, Chattels, Lands or Tenements whatſoever, or whereſoever. And the ſaid *G. H.* hath Remiſed, Releaſed, and for ever quit claimed, and by theſe Preſents for him, his Executors and Adminiſtrators, doth Remiſe, Releaſe, and for ever quit Claim unto the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, all and all manner of Errors, Cauſe and Cauſes of Error, Jeofails and Demands whatſoever, for or by reaſon of the ſaid Judgment, or for or by reaſon of any Entries or Proceedings thereupon or relating thereunto. *In Witneſs*, &c.

A Defeazance upon a Statute Staple, for payment of Money.

THis Indenture made, &c. Between, &c. Witneſſeth, That whereas *A. B.* and *C. D.* by one Recognizance in the nature of a Statute Staple bearing date, &c. are become bound unto the ſaid *E. F.* in the Sum of, &c. of Lawful Money, &c. and payable as by the ſaid Recognizance or Statute Staple more at large appeareth. Now nevertheleſs, &c. By and between, &c. and the ſaid *E. F.* is contented and pleaſed, and for himſelf his Executors and Adminiſtrators, doth Covenant and agree, to and with the ſaid *A. B.* and *C. D.* their Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that if the ſaid *A. B.* and *R. M.* their Heirs, Executors, Adminiſtrators or Aſſigns, or any of them do and ſhall well and truly pay or cauſe to be paid unto the ſaid *E. F.* his Executors, Adminiſtrators or Aſſigns, the Sum of, &c. of Lawful Money of *England*, on the, &c. day of, &c. next enſuing, &c. that then the ſaid Statute Staple ſhall be utterly Void, Fruſtrate and of none Effect, or elſe to ſtand and remain in full force and vertue. *In Witneſs* whereof, &c.

A Defeazance upon Recognizance with a Condition to perform Covenants.

This Indenture made the, &c day of, &c. Between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part: **Witneſſeth,** That whereas the ſaid *C. D.* ſtandeth bound to the ſaid *A. B.* in and by one Recognizance bearing date, &c. and Inrolled in the Queens Majeſties High Court of *Chancery* in the Sum of 4000 *l.* of good and lawful Money of *England*, to be paid to the ſaid *A. B.* at the day limited and expreſſed in the ſaid rac'd Recognizance as by the ſaid Recognizance relation being thereunto had more at large appeareth. Now the ſaid *A. B.* for himſelf, his Executors, Adminiſtrators and Aſſigns doth Covenant, grant and agree to and with the ſaid *C. D.* his Heirs, Executors and Adminiſtrators that of the ſaid *C D.* his Heirs, Executors and Adminiſtrators ſhall and do well and truly obſerve, perform, pay, fulfill and keep all and ſingular Covenants, Grants, Articles, Payments and Agreements compriſed and ſpecified in one pair of Indentures bearing date, &c. and made between the ſaid *A.* of the one part, and the ſaid *C. D.* of the other part, which on the part of the ſaid *C. D.* his Heirs, Executors or Adminiſtrators are and ought to be obſerved, performed, paid, fulfilled and kept according to the true intent and meaning of the ſaid Indentures, and of all the parties thereunto: Then the ſaid Recognizance ſhall be utterly void and of none effect, or elſe to ſtand and be in full force and virtue.

A Defeazance of a Statute acknowledged before the Lord Chief Juſtice of the Common-Pleas *for ſaving harmleſs from being bound in ſeveral Bonds, and Covenant from the Conuſees to deliver in the Statute when all the Payments are ſatisfied, and the Conuſees Covenant not to diſcharge the Statute without Conſent.*

THis Indenture Tripartite made the, &c Between *A B.* of, &c. of the firſt part *C D.* of, &c. of the ſecond part, and *E. F.* of the third part: Whereas the ſaid *C. D.* and *E. F.* together with the ſaid *A. B.* ſtand joyntly and ſeverally bound to O. O. of, &c. in and by four ſeveral Obligations the penalties of each of the ſaid Obligations being ſeveral of 50 *l.* of Lawful Money of *England*, and every of them conditioned for the payment of a ſeveral Sum of 25 *l.* of like Money to be paid at, &c. at ſuch days and times as by the ſaid ſeveral Obligations all bearing date 28th day of *May* now laſt paſt, as by the ſaid ſeveral Obligations with their ſeveral Conditions underneath them ſeverally written more plainly may appear. And whereas alſo the ſaid *E. F.* is become bound to the ſaid *A. B.* and *C. D.* in and by one Recognizance or Statute Staple bearing date the 10th day of *June* now laſt paſt made according to the form of the Statute in ſuch caſe made and provided for the recovery of Debts, acknowledged and Sealed before Sir *Orlando Bridgman* Knight, Lord Chief Juſtice of the Court of *Common Pleas* at *Weſtminſter*, in the Sum of 200 *l.* of, &c. payable as by the ſaid Recognizance or Statute Staple doth more fully appear. Yet nevertheleſs the ſaid *A.* and *C.* for themſelves and their ſeveral Heirs, Executors, Adminiſtrators and Aſſigns do Covenant, promiſe and grant to and with the ſaid *E. F.* his Heirs, Executors and Adminiſtrators that if the ſaid *E. F.* his

his Heirs, Executors and Adminiſtrators, or any of them ſhall and do from time to time and at all times hereafter acquit, diſcharge, exonerate, and well and ſufficiently ſave harmleſs and keep Indempnified the ſaid *A.* and *C.* their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them and all their Lands, Tenements, Goods and Chattels againſt the ſaid O. O. his Executors and Adminiſtrators of, for and concerning the ſaid ſeveral recited Obligation, and each of them, and all and ſingular Sum and Sums of Money in them, and every of them contained, and alſo of and from all and all manner of Actions, Suits, Coſts, Damages, Judgments, Executions and Demands whatſoever which at any time or times hereafter ſhall lawfully come, ariſe or grow to or againſt the ſaid *A.* & *C.* or any of them, or the Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, by reaſon or means of the ſaid Obligations, or any of them, or elſe within the ſpace of twenty days next after requeſt in that behalf to be made by the ſaid *A.* and *C.* or any of them, or the Heirs or Adminiſtrators of them, or any of them to the ſaid *E. F.* his Executors, Adminiſtrators or Aſſigns, do fully and ſufficiently ſatisfie and recompence to the ſaid *A.* and *C.* their Executors, Adminiſtrators and Aſſigns, and to every of them all and ſingular ſuch Loſſes, Charges, Coſts and Damages as the ſaid *A.* and *C.* or either of them or the Heirs, Executors and Aſſigns of them or either of them ſhall ſuſtain and ſuffer by reaſon of the ſaid recited Obligations, or any of them, then the aforeſaid Recognizance or Statute Staple ſhall be clearly void and of none effect to all intents, conſtructions and purpoſes as if the ſame had never been had or made, but otherwiſe the ſame Recognizance to ſtand and be in full force and vertue. And the ſaid *A. B.* and *C. D.* do for themſelves, their Heirs, Executors and Adminiſtrators, Covenant, grant and agree to and with the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, that at all times after ſuch time as the ſaid ſeveral Sums of Money ſeverally mentioned in the ſaid Obligations ſhall be ſatisfied and paid together with the Intereſt thereof, and the

ſame

ſame Obligations diſcharged and cancelled, they the ſaid *A.* and *C.* their Heirs, Executors or Adminiſtrators, or ſome of them upon reaſonable requeſt to them or any of them to be made by the ſaid *E. F.* his Executors and Adminiſtrators ſhall and will deliver or cauſe to be delivered up to the ſaid *E F.* his Executors, Adminiſtrators or Aſſigns the ſaid Recognizance to be defaced and cancelled without fraud or covin. And the ſaid *A. B.* for himſelf, his, &c. doth Covenant and grant to and with the ſaid *C. D.* his Heirs, Executors and Adminiſtrators that he the ſaid *A. B.* his Heirs, Executors, Adminiſtrators or Aſſigns heretofore hath not diſcharged, releaſed or acquitted the ſaid Recognizance or Statute Staple, neither at any time or times hereafter ſhall acquit, diſcharge or releaſe the ſame, nor do, commit or agree to the doing of any act or thing which ſhall or may in any wiſe fruſtrate or make void the ſaid Recognizance or Statute Staple, or Sum of 2000 *l.* therein ſpecified, or any part thereof without the Conſent or Agreement, of the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns firſt had and obtained in Writing. The like Covenant from *C D.* to *A. B.*

In Witneſs, &c.

A Diſ-

A Diſcharge for Money decreed in Equity.

KNow, &c. that *J. L. M.* of, &c. do hereby acknowledge to have had and received of *N. O.* of, &c. the full Sum of, &c. at, &c. adjudged to be paid unto me by a Decree made in the, &c. the firſt day of, &c. in a Cauſe there depending between me the ſaid *L. M.* Complainant, and the ſaid *N. O.* Defendant, being in full of all matters in queſtion and demand in the ſaid Cauſe. And I do for my ſelf my Executors and Adminiſtrators, Acquit, Releaſe and Diſcharge the ſaid *N. O.* his Executors and Adminiſtrators, of and from the ſaid Sum, and every part thereof, and of and from all Intereſt, Damages and other Demands, for, touching or concerning the ſame.

In Witneſs, &c.

Husband

Husband and Wife ſeiſed of Land in the Right of the Wife for 100 l. *Demiſe the ſame to the Wife for Twenty three years under* 10 l. *Rent, and make a Settlement of the Reverſion in the ſame Deed, exactly drawn by a very great Conveyancer.*

THis Indenture Tripartite made, &c. Between *A. B.* of *S.* in the Pariſh of, &c. and *Barbara* his Wife of the firſt part; *H. W.* &c. of the ſecond part; *A. F.* of, &c. and *Edward C.* &c. of the third part: Witneſſeth, That the ſaid *A. B.* and *B.* his Wife for and in conſideration of the Sum of 100 *l.* of Lawful Money of *England* unto the ſaid *A. B.* by the ſaid *H. W.* in hand paid at or before the Sealing and delivery of the Preſents the receipt whereof the ſaid *A. B.* doth by theſe Preſents acknowledge and thereof and of every part thereof doth by theſe Preſents releaſe, acquit and diſcharge the ſaid *H. W.* his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, and for divers other good cauſes and conſiderations the ſaid *A. B.* and *B.* his Wife, and either of them hereunto moving have and either of them hath granted, demiſed, Leaſed, ſet and to Farm-let, and by theſe Preſents do and either of them doth grant, demiſe, Leaſe, ſet and to Farm-let unto the ſaid *H. W.* all that Meſſuage, &c. ſituate, &c. and now or late in the tenure or occupation, &c. all that Croft or Cloſe commonly called or known, &c. nigh the Lane leading to or towards *S.* Hall; and alſo that other Croft or Cloſe now late or heretofore commonly called and known by the name of, &c. and alſo all that Parcel of Meadow or Mowing Ground, &c. and alſo all thoſe Selyons, Ridges or Parcels of Arable Land containing by common Eſtimation Fourteen Acres, or Day-earths of Arable Land be the ſame more or leſs lying and being diſperſed in the ſeveral Common Fields in *S.* aforeſaid, (that

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(that is to ſay) all thoſe Selions Ridges or Parcels of Arable Land lying and being in a Field in *S.*——aforeſaid, commonly called or known by the name of the *Furlong-field*, and containing by common Eſtimation two Acres, or days-work of Arable Land, be the ſame more or leſs lying and being between the Land now or late of Sir *R. H.* Baronet, on both ſides thereof, the Land now or late of *A. A* Eſq; at one end, and the Lane there called, &c. at the other end thereof, or on, at or near all, ſome or moſt parts thereof. And alſo all thoſe Selyons, &c. and alſo all that Ridge or Parcel of Arable Land containing by common Eſtimation half an Acre or days of Work of Arable Land, be the ſame, &c. All and every of which ſaid aforementioned to be hereby demiſed Meſſuage, Lands and Premiſſes are ſituate lying and being in *S.* aforeſaid in the County of, &c. aforeſaid, and now or late were in the tenure, uſe or occupation of the ſaid *A. B.* his Aſſigns or Undertenants; and alſo all that Cloſe or Croft of Land, with the Appurtenances now or late, or heretofore commonly called or known by the name of, &c. ſituate in little *B.* &c. and alſo all and every the other Meſſuage, Cottages, Lands, Tenements and Hereditaments with the Appurtenances whatſoever which now or late were of the ſaid *A. B.* and *B.* his Wife, or of either of them, or which at any time within the ſpace of ſeven years laſt paſt, were the Meſſuages, Lands, Tenements or Hereditaments of *John F.* deceaſed, late Father of the ſaid *B. B.* and ſituate, lying and being in *S.* and little *B.* aforeſaid, or either of them in the ſaid County of, &c. and all Ways, Waters, Water-courſes, Fiſhings, Feedings, Vades, Meers, Balks, Liberties, Profits, Commons, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever unto the aforementioned or intended to be hereby demiſed Premiſſes, and every or any part thereof belonging or appertaining, or to or with the ſame or any part thereof demiſed, held, uſed, occupied or enjoyed, reputed or taken

And all other the Lands of the Grantor.

taken as part or Parcel or member thereof, or to belong to the ſame, or any part thereof, and the Remainder and Remainders, Reverſion and Reverſions of all and every the ſaid aforementioned or intended to be hereby demiſed Premiſſes, and of every part thereof; and alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of the ſaid *A. B.* and *B.* his Wife and either of them of, in, unto and out of the ſaid aforementioned to be hereby demiſed Premiſſes, and every or any part thereof (except and always) reſerved unto ſuch Perſon or Perſons to whom the next and immediate Remainder or Reverſion of all and every the ſaid demiſed Premiſſes doth or ſhall belong or appertain; all and every the Trees, Woods, and Underwoods ſtanding, growing, or being, or which ſhall or may at any time hereafter ſtand, grow, or be in or upon the ſaid Premiſſes, and every or any part thereof, and free liberty to ſtock up, fall, cut down, coard, wale, ſaw, break and carry away the ſame, and to do in or upon the ſaid Premiſſes, and every or any part thereof, every thing requiſite and convenient to be done in that behalf, not hurting Corn or mowing Graſs, and leaving ſufficient Tynſill for the neceſſary Hedging and Fencing of all and every the aforementioned to be hereby demiſed Premiſſes, and every or any part thereof, **To have and to hold** all and every the aforementioned or intended to be hereby demiſed Meſſuage or Tenement, Lands, Tenements, Hereditaments and Premiſſes, and every or any part and parcel thereof, with the Appurtenances unto the ſaid *H. W.* his Executors, Adminiſtrators and Aſſigns from the twentyfourth day of *March* next enſuing the date of theſe Preſents for and during the term, and unto the full end and term of twenty three years from thenceforth next enſuing and following fully to be compleat and ended, Yielding and paying therefore yearly and every year during the ſaid term unto ſuch Perſon or Perſons to whom the next and immediate Remainder or Reverſion of the ſaid Premiſſes doth or ſhall belong or appertain

Exception of the Trees, &c.

Habendum.

tain according to the effect of these Presents the yearly Rent of 1 s. of, &c. upon the Feast-day of St. *Michael* the Archangel, yearly and every year during the said term. *Rents.*

And this Indenture further **Witnesseth**, that for the better assuring, strengthening and confirming of the said Premisses unto the said *H. W.* his Executors, Administrators and Assigns for and during the said term of twenty three years, and of the Remainder or Reversion thereof to the several and respective uses, intents and purposes thereof hereafter in and by these Presents mentioned, expressed and declared; the said *A. B.* doth Covenant and grant unto and with the said *H. W.* his Executors and Administrators, and every of them by these Presents that the said *A. B.* and *B.* his Wife upon request of the said *H. W.* his Executors, Administrators and Assigns, or any of them, and at the Costs and Charges of the said *A. B.* his Heirs and Assigns on this side, and before the first day of *August* next ensuing the date of these Presents shall and will acknowledge and levy unto the said *A. F.* and *E. C.* and their Heirs, or the Heirs of one of them before the Justices of our said Lord King *Charles* the Second, his Heirs or Successors of his or their Court of *Common-Pleas* at *Westminster* one or more Fine or Fines *sur conusance de droit come ceo, &c.* of all and every the aforementioned to be hereby demised Premisses by the name of one Messuage, one Garden, one Orchard, twelve Acres of Land, three Acres of Mead, twelve Acres of Pasture, and Common of Pasture for all manner of Cattle, with the Appurtenances in *S.* and little *B.* aforesaid, or by such other name or names, number and qualities of Acres, and other certainty, and in such manner and form as by the said *H. W.* his Executors, Administrators and Assigns, or any of them, their or any of their Councel Learned in the Law shall be reasonably devised or advised or required, so as for the said acknowledgment or levying of the said Fine or Fines the said *A. B.* and *B.* *To confirm the Lease and dispose of the Reversion.* *Covenant to levy a Fine.*

his Wife or either of them be not hereby compelled to travel or go above the ſpace of ten miles from his, her or their moſt uſual place of Reſidence or Abode at the time of ſuch requeſt. And its further more concluded, declared and agreed by and between all and every the parties to theſe Preſents for themſelves and for their ſeveral and reſpective Heirs that the ſaid Fine or Fines ſo as aforeſaid, or in any other manner or form already had or levied, or which hereafter ſhall be had or levied, and all and every other Fine or Fines by the ſaid *A. B.* and *B.* his Wife by themſelves or either of them only or jointly with any other Perſon or Perſons already hador levied, or hereafter to be had or levied of the ſaid Meſſuage, Lands and Premiſſes, or any part thereof by themſelves only or jointly with or amongſt any other Meſſuage-Lands, Tenements or Hereditaments ſhall be and enure, and ſhall be adjudged, conſtrued, deemed, reputed and taken to be and enure, and that the ſaid Conuſee or Conuſees in the ſaid Fine or Fines named or to be named, and his and their Heirs ſhall and will ſtand and be ſeiſed of and in all and every the aforementioned or intended to be hereby demiſed Premiſſes, with the Appurtenances unto and for the ſeveral and reſpective uſe and uſes thereof hereafter in and by theſe Preſents mentioned expreſſed and declared, (that is to ſay) unto and for the better ſtrengthening, confirmation and conveyance of of all and every the ſaid aforementioned and intended to be hereby demiſed Premiſſes with the Appurtenances (except as before excepted) unto the ſaid *H. W.* his Executors, Adminiſtrators and Aſſigns for and during the ſaid term of twenty three years as aforeſaid under the ſaid yearly Rent of, &c. as aforeſaid and of, for and concerning the Remainder or Reverſion of all and every the ſaid hereby demiſed Premiſſes expectant upon the ſaid term, to the uſe and behoof of ſuch Perſon or Perſons

Uſes.

For the confirmation of the Leaſe.

And of the Remainder to ſuch Perſons as Baron & Feme *ſhall appoint.*

Perſons, and of and for ſuch Eſtate or Eſtates, and upon and under ſuch Conditions and Proviſo's, or Limitations, and without any Condition, Proviſo and Limitation, and in ſuch manner and form as the ſaid *A. B.* and *B.* his Wife jointly in or by any Writing or Writings by him and her to be Sealed and Subſcribed in the preſence of two or more credible Perſons freely and voluntarily, and without any compulſion ſhall limit, declare or appoint; and until any ſuch Limitation, Declaration or appointment, or in default of ſuch Limitation, Declaration or appointment, or from and after the end or other Determination of the ſaid Eſtate or Eſtates ſo to be limited, declared or appointed as aforeſaid, if the ſaid Eſtate or Eſtates, or any of them ſhall be determinable, to the uſe and behoof of the ſaid *A. B.* and *B.* his Wife for and during the term of their Natural Lives, and the life of the longer liver of them, without impeachment of, or for any manner of Waſte during the life of the ſaid *A. B.* and of, for and concerning the Remainder and Reverſion of all and every the ſaid aforementioned to be hereby demiſed Premiſſes to the uſe and behoof of the ſaid *A. F.* and *E. C.* and their Heirs and Aſſigns for and during the Natural Lives of the ſaid *A. B.* and *B.* and of the longer liver of them, and from and after the deceaſe of the ſaid *A. B.* and *B.* his Wife, and the Survivor of them, Then to the only uſe and behoof of ſuch Child or Children of the Body of the ſaid *B.* by the ſaid *A. B.* begotten or to be begotten, and of and for ſuch Eſtate or Eſtates of Inheritance in Fee-ſimple or Fee-tayl, general in preſent poſſeſſion, or to be in preſent poſſeſſion immediately after the deceaſe of the ſaid *A. B.* and *B.* his Wife, and the longer liver of them as the ſaid

After, of, or in default of ſuch appointment to Baron & Feme *for their Lives.*

Then to Truſtees to preſerve Contingent Remainders.

After the deceaſe of Baron & Feme *to ſuch Child or Children as they ſhall appoint.*

ſaid *A. B.* and *B.* his Wife jointly in or by any Writing or Writings by him and her to be Sealed and Subſcribed in the preſence of two or more credible Perſons freely, voluntarily and without any compulſion ſhall limit, declare or appoint, And for default of any ſuch Limitation, Declaration or appointment, then to the uſe and behoof of *T. B.* Eldeſt Son of the ſaid *A. B.* by him upon the Body of the ſaid *B.* his Wife begotten, and of the Heirs of the Body of the ſaid *T. B.* lawfully to be begotten: And for default of ſuch iſſue then to the uſe and behoof of the ſecond Son of the Body of the ſaid *A. B.* by him upon the Body of the ſaid *B.* his Wife lawfully begotten, or to be begotten, and of the Heirs of the Body of the ſaid ſecond Son lawfully to be begotten: And for default of ſuch Iſſue then to the uſe and behoof of the third Son of the Body, &c. ſo to the fourth Son expreſsly, and fifth Son expreſsly, &c. and for default of ſuch Iſſue then to the uſe and behoof of the 6th, 7th, 8th, 9th, 10th, and all and every other Son and Sons of the ſaid *A. B.* by him upon the Body of the ſaid *B.* his Wife lawfully to be begotten ſeverally and reſpectively as every the ſaid Sons ſhall be in Seniority or Priority of Birth or Age the one after the other, the Eldeſt thereof to take firſt, and ſo ſucceſſively ſeverally and reſpectively and not jointly, and of the ſeveral and reſpective Heirs of the ſeveral and reſpective Bodies of the ſaid 6th, 7th, 8th, 9th, 10th, and all and every other Son and Sons aforeſaid, as they ſhall be in Seniority or Priority of Birth or Age the one after the other as aforeſaid lawfully to be begotten: And for default of ſuch Iſſue then to the uſe and behoof of all and every the Daughter and Daughters of the ſaid *A. B.* by him upon the Body of the ſaid *B.* his Wife begotten or to be begotten, and of the Heirs of the Bodies of the ſaid Daughter and Daughters lawfully to be begotton, and for default of ſuch Iſſue then to the uſe and behoof of the right Heirs of the ſaid

In default thereof to the firſt Son, &c.

Then to the Daughters.

ſaid *A. B.* for ever. Provided always, and it is the true intent and meaning of theſe Preſents, and of all and every the ſaid Parties to the ſame, and it is declared to be by and between all and every the ſaid Parties to theſe Preſents that the uſe and Eſtate before, in and by theſe Preſents limited unto the ſaid *A F.* and *E. C.* and their Heirs and Aſſigns for and during the term of the Natural Lives of the ſaid *A B.* and *B.* his Wife, and of the longer Liver of them as aforeſaid is and are ſo limited as aforeſaid upon Caution, and to the only intent and purpoſe that thereby the reſpective Uſes and Remainders thereof, thereafter, in and by theſe Preſents limited may be ſupported and preſerved, and may not be deſtroyed or barred in the life-time of the ſaid *A. B.* and *B.* his Wife, or of either of them, and upon ſpecial Truſt for and unto, and for the only benefit of ſuch Perſon or Perſons to whom the next and immediate Remainder of the ſaid Premiſſes doth or ſhall belong or appertain according to the true intent and meaning of theſe Preſents, and unto and for none other uſe, intent or purpoſe whatſoever: And the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them doth Covenant and grant to and with the ſaid *H. W.* his Executors and Adminiſtrators, and every of them by theſe Preſents in manner and form following, (*i. e.*) that the ſaid *A. B.* and *B.* his Wife at the time of the Enſealing and delivery of theſe Preſents are or one of them is lawfully ſeiſed of and in all and every the aforementioned or intended to be hereby demiſed Premiſſes with their and every of their Appurtenances, and of and in every part and parcel thereof of a good, ſure, perfect and abſolute Eſtate of Inheritance in Fee-ſimple, or Fee-tayl General without any manner of Condition, Truſt or other matter or thing whatſoever to alter, change, charge, impeach, incumber or determine the ſame (except as is here-

Declaration that the Eſtate in the Truſtees is to preſerve the Contingent Remainders.

Covenant that he is ſeiſed.

hereafter in and by theſe Preſents excepted) and without any Remainder or Reverſion in this Queen's Majeſty her Heirs and Succeſſors: And ſhall and will be, continue and remain ſo ſeiſed thereof as aforeſaid untill the Premiſſes and every part thereof are or ſhall be well and ſufficiently conveyed and aſſured according to the true intent and meaning of theſe Preſents, and according to the ſeveral and reſpective Uſe and Uſes, intents and purpoſes thereof, in and by theſe Preſents mentioned, expreſſed, limited and declared, And alſo that all and every the aforeſaid mentioned or intended to be hereby demiſed Meſſuage or Tenement, Lands and Premiſſes with their Appurtenances from time to time, and at all times from and after the levying of the ſaid Fine for ever thereafter by virtue of theſe Preſents, and of the ſaid Fine ſhall or may be remain and continue to all and every the ſeveral and reſpective uſe and uſes, intents and purpoſes before in and by theſe Preſents thereof mentioned, expreſſed and declared free and clear, or freely and clearly acquitted, exonerated and diſcharged, or otherwiſe upon reaſonable requeſt well and ſufficiently ſaved and kept harmleſs and indempnified by the ſaid *A. B.* his Heirs and Aſſigns, or ſome or one of them of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Intails, Wills, Alienations, Joyntures, Dowers, Title of Dower, Annuities Rents-charge, Rents-ſeck, Arrearages of Rent, Statutes-Merchant, and of the Staple, Recognizances, Judgments, Executions, Forfeitures, cauſes of Forfeitures, Debts, Mortgages, Fines, Iſſues, Amerciaments, Titles, Troubles, Charges, Truſts, Incumbrances, Claims and Demands whatſoever had, made, done, executed, or wittingly, or willingly ſuffered, or hereafter to be had, done, committed, executed, or willingly or wittingly ſuffered by the ſaid *A. B.* and *B.* his Wife, or either of them, their, or either of their Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, or by any other Perſon or Perſons whatſoever having or lawfully or equitably claiming

Free from Incumbrances.

ing

ing to have, or which ſhall or may at any time hereafter have or lawfully or equitably claim to have lawful or equitable Eſtate, right, Intereſt or demand of, in, unto or out of the aforementioned, or intended to be hereby demiſed Premiſſes, or any part thereof by, from or under, or in Truſt for the ſaid *A. B.* and *B.* his Wife, or either of them, their or either of their Heirs or Aſſigns, or any of the Anceſtors of the ſaid *B. B.* his, her, their or any of their Eſtate, act, title, means, default, conſent or procurement, except the yearly Rent or Sum of 3 *s.* and 4 *d.* of Lawful Money of *England* iſſuing due and payable out of the aforementioned to be hereby demiſed Premiſſes, or ſome part thereof unto *H. F.* his Heirs or Aſſigns, and the power of Diſtraining for the ſame, and alſo except the Eſtate and Intereſt of the ſaid *W. R.* of and in the ſaid Meadow called, &c. for ſome term not exceeding the term of one year from the 25th day of *March* next enſuing, and the chief Rents and Services from henceforth to become due and payable for the ſaid Premiſſes to the chief Lord or Lords of the Fee or Fees thereof for and in reſpect only of his or their Seigniory or Seigniories thereof excepted and foreprized. And alſo that the ſaid *A. B.* and *B.* his Wife and their Heirs and all and every other Perſon and Perſons whatſoever now having or lawfully or equitably claiming to have or which ſhall or may at any time hereafter have or lawfully or equitably claim to have any lawful or equitable Eſtate, right, title or intereſt of, in, unto or out of the ſaid Premiſſes, or any part or parcel thereof, by, from or under, or in truſt for the ſaid *A. B.* and *B.* his Wife or either of them, their or either of their Heirs, or by, from or under any of the Anceſtors of the ſaid *B. B.* except the the Perſon and Perſons whoſe Eſtate and Intereſts are fore-excepted as aforeſaid, and for, and in reſpect of the Eſtates and Intereſts ſo excepted as aforeſaid, ſhall and will from time to time and at all times hereafter upon the reaſonable requeſt of the ſaid *H. W.* his Executors or Adminiſtrators, and at the

Further Aſſurance.

the Coſts and Charges of the ſaid *A B.* his Heirs, Executors and Adminiſtrators, or ſome or one of them make, do acknowledge, levy, execute and ſuffer, or cauſe to be made, done, acknowledged, levied, executed and ſuffered all and every ſuch other and further reaſonable act and acts, thing and things, conveyance and aſſurance in the Law whatſoever for the further and better aſſuring and conveying of all and ſingular the aforementioned or intended to be demiſed Meſſuage or Tenement, Lands and Premiſſes, with their and every of their Appurtenances unto the ſaid *H. W.* his Executors, Adminiſtrators and Aſſigns according to the effect of theſe Preſents as by the ſaid *H. W.* his Executors, Adminiſtrators and Aſſigns, or any of them, his or their or any of their Counſel Learned in the Law, or any of them ſhall be reaſonably deviſed, adviſed or required, ſo as the ſaid *A. B.* and *B.* his Wife and the ſaid other Perſon and Perſons, or any of them, their or any of their Heirs be not compelled to travel or go above the ſpace of ten miles from his, her, their or any of their moſt uſual and ſeveral Dwellings or Places of Abode, for the doing, executing or performing of ſuch other and further aſſurance or Conveyances as aforeſaid. And further more it is by theſe Preſents, and by and between all and every the ſaid Parties to theſe Preſents declared and agreed that theſe Preſents and the ſaid Fine and all and every other Fine and Fines, Recovery or Recoveries, Aſſurance and Conveyance whatſoever already had, made, done, acknowledged, levied, executed or ſuffered, or hereafter to be had, made, levied, executed or ſuffered by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto every or any of them is, are or ſhall be party or privy by themſelves, himſelf, or herſelf only or jointly with or amongſt any other Perſon or Perſons whatſoever, of, for or concerning the aforementioned or intended to be demiſed Premiſſes, or any part thereof by themſelves only or jointly with or amongſt any other Meſſuage, Cottages, Lands, Tenements

Uſes declared.

or

or Hereditaments ſhall be and enure, and ſhall be adjudged, deemed and taken to be and enure as for and concerning the ſaid forementioned or intended to be hereby demiſed Premiſſes with their Appurtenances only unto and for the only ſeveral and reſpective uſe and uſes, intents and purpoſes thereof before in and by theſe Preſents mentioned, expreſſed, limited and declared, and unto and for none other uſe, intent or purpoſe whatſoever. And the ſaid *A. B.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns doth further Covenant and grant unto and with the ſaid *H. W.* his Executors, Adminiſtrators and Aſſigns, and every of them by theſe Preſents that the ſaid *A. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, or one of them ſhall and will from time to time, and at all times hereafter during the ſaid term of twenty three years, and at his and their own proper Coſts and Charges pay and diſcharge all and all manner of Harryots if any ſhall be due for the ſaid Premiſſes during the ſaid term of twenty three years, and all Taxations and Payments which ſhall or may hereafter lawfully be taxed or impoſed upon the ſaid Premiſſes hereby demiſed, or any part thereof, except unto and for the Hearth money, the Poor, Churchwardens and Conſtables Charges and chief Rents or otherwiſe, upon requeſt ſhall and will ſave harmleſs and indempnify'd the ſaid *H. W.* his Executors, Adminiſtrators and Aſſigns, of and from the ſame. And alſo that it ſhall and may be lawful unto and for the ſaid *H. W.* his Executors, Adminiſtrators and Aſſigns, and every of them from time to time and at all times hereafter during the ſaid term of twenty three years of the Thorns and Underwoods ſtanding, growing or being in or upon the ſaid Premiſſes, or any part thereof to have and take ſufficient Tinſyll for the neceſſary Hedging and Fencing of the aforementioned to be hereby demiſed Premiſſes, or any part thereof; the ſaid

Covenant to pay Harryots and Taxes.

To take Tinſyll during the Leaſe.

H. W.

H. W. his Executors, Adminiſtrators and Aſſigns, or any of them not making any wilful waſte, ſpoil or deſtruction thereof, and cutting the ſame in ſeaſonable time and manner. And the ſaid *H. W.* for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them doth Covenant and grant unto and with the ſaid *A. B.* his Heirs and Aſſigns by theſe Preſents in manner and form following, (*i. e.*) that the ſaid *H. W.* his Executors, Adminiſtrators and Aſſigns, or ſome or one of them at his and their own proper Coſts and Charges and within the ſpace of three years next enſuing the date of theſe Preſents ſhall and will well and ſufficiently repair and amend the ſaid Meſſuage or Tenement, and all and every the Barns, Stables, Buildings, Out-houſes and Premiſſes, and all and every the Rayls, Poſts, Pales, Yates, Hedges, Ditches, Mounds and Fences thereunto belonging or appertaining; and ſhall and will from thenceforth from time to time, and at all times thereafter during the reſidue of the ſaid term of 23 years maintain and keep the ſame and every part thereof in good and ſufficient Repairs well made and mended, and the ſame and every part thereof in the end or other determination of the ſaid term of twenty three years ſhall and will leave, yield up or deliver well repaired, amended, made, Ditched, Hedged, Fenced and mounded, together with the quiet and peaceable poſſeſſion and ſeiſin thereof unto ſuch Perſon or Perſons to whom the next and immediate Remainder or Reverſion of the ſaid Premiſſes doth or ſhall belong according to the effect of theſe Preſents. And alſo that the ſaid *H. W.* his Executors, Adminiſtrators or Aſſigns, or any of them ſhall not and will not Plow up or alter, or cauſe, permit or ſuffer to be Plowed up or altered any of the Vades, Doles, Meers, or other Landmark of or belonging to the ſaid Premiſſes, or any part thereof. And alſo that the ſaid *H. W.* his Executors, Adminiſtrators and Aſſigns, or ſome or one of them from time to time, and at all times hereafter during the ſaid term

Grantee Covenants to repair.

Not to Plow.

term of twenty three years ſhall and will pay and diſcharge all ſuch Loans, Levies, Taxations and Payments as ſhall hereafter be taxed or impoſed upon or for the aforementioned Lands and Premiſſes, or any part thereof unto and for the Hearth-money, the Poor, Churchwardens and Conſtable Charges and chief Rents. And alſo that the ſaid *H. W.* his Executors, Adminiſtrators and Aſſigns, or ſome or one of them for and during the three laſt years the ſaid term of twenty three years ſhall and will ſpend and eat with his or their Beaſts and Cattle in the Stables, Out-houſes, Cow-houſes, Back-ſides and Fold-yards of or belonging to the ſaid Premiſſes, or upon ſome part of the ſaid Premiſſes the greateſt part of all their Hay, Straw and Fodder which ſhall be growing or be gotten in or upon the ſaid Premiſſes for the better getting and increaſe of Muck and Manure there, and ſhall and will yearly and every year during the ſaid three laſt years of the ſaid Term, beſtow, imploy, uſe, ſpend and lay all the ſaid Muck or Manure as ſo much and ſo good Muck and Manure on the ſaid Premiſſes, or on ſome part thereof for the amending and improving the ſaid Premiſſes and every part thereof. *In Witneſs* whereof, &c.

To pay ſome Taxes.

To ſpend the Fodder upon the Premiſſes during the three laſt Years.

A Settlement.

R. W. *Seised in, Fee for Money enfeoffs two Men to the use of himself for ten Years, and after to the use of* M. *Wife of one of the Feoffees for life, as Joynture, and after to the use of her Husband in Fee.*

THis Indenture Tripartite made the, &c. Between *R W.* &c. of the first part; *W.P.* &c. and *M.* his Wife and sole Daughter of the said *R W.* of the second part; and *C S* of, &c. and *T. S.* of, &c. of the third part, Witnesseth, That he the said *R. W.* for and in consideration of the Sum of, &c. to him in hand paid by the said *W.P.* &c. hath Granted, Enfeoffed, &c. unto the said *W. P. C. S.* and *T. S.* all that Messuage, &c. and all and every the Deeds, Evidences, &c. and the Remainder and Remainders, &c. Habend. all and every the said aforementioned to be hereby granted Messuages, &c. unto the said *W. P. C. S.* and *T. S.* their Heirs and Assigns for ever: Nevertheless unto and for the several and respective use and uses, intents and purposes hereafter in and by these Presents particularly mentioned, expressed and declared (that is to say) as of, for and concerning all and every the aforementioned to be hereby Granted Messuages and Lands with the Appurtenances, (except and always reserved all and every the Timber-Trees, Woods or Underwoods standing, growing and being, or which at any time hereafter during the term of ten years in or by these Presents mentioned shall be standing, growing, or being in or upon the aforementioned to be hereby granted Premisses and every or any part thereof) to the only use and behoof of the said *R W.* his Executors, Administrators and Assigns from the date of these Presents, for

for and during the term, and unto the full end and term of ten years, from thenceforth next enſuing and following fully to be compleat and ended, and from and after the end, expiration or determination of ten years, then as of, for and concerning all and every the aforemented to be hereby granted Meſſuage or Tenement Lands and Premiſſes with the Appurtenances without any exception as aforeſaid to the uſe and behoof of the ſaid *M.* Wife of the ſaid *W. P.* and her Aſſigns for and during the term of the natural life of the ſaid *M.* for her Jointure and in lieu recompence and full ſatisfaction of and for her Dower, right and title of Dower of, in, unto and out of all and every the Meſſuages, Lands, Covenants and Hereditaments which now are, or hereafter ſhall be of the ſaid *W. P.* And as of, for and concerning the Remainder or Reverſion of all and every the aforementioned to be hereby granted Meſſuage or Tenement Lands and Premiſſes, and all and every the Premiſſes excepted as aforeſaid, to the only uſe and behoof of the ſaid *W. P.* his Heirs and Aſſigns for ever, and to and for none other uſe, intent or purpoſe whatſoever. And the ſaid *R. W.* for himſelf, his Executors, Adminiſtrators and Aſſigns and for every of them doth by theſe Preſents Covenant and grant unto and with the ſaid *W. P.* his Heirs and Aſſigns, and to and with every of them in manner and form following, (that is to ſay) that the ſaid *R. W.* his Executors, Adminiſtrators and Aſſigns, or ſome or one of them ſhall and will at all time during the term of ten years pay and diſcharge the chief Rents, and all and every the Subſidies, Royal Ayds, Hearth-Money, and all other Charges, Taxes, Levies, Duties, Aſſeſsments and Payments which are or ſhall or may hereafter be lawfully taxed, aſſeſſed or impoſed, or due, or payable upon or for the ſaid aforementioned to be hereby granted Premiſſes during the ſaid term of ten years. And alſo that the ſaid *R. W.* his Executors, Adminiſtrators and Aſſigns, or any of them ſhall not do, ſuffer or conſent unto any thing which ſhall be prejudicial or hurtful unto the ſaid *W. P.* his Heirs or Aſſigns in the Inheritance of the ſaid Premiſſes, or any

part

part thereof without the conſent of the ſaid *W. P.* h
Heirs or Aſſigns under his or their Hand in writing i
that behalf firſt had and obtained. And ſhall not an
will not do, permit or ſuffer to be done or cauſe or pro
cure to be done any wilful waſte, ſpoil or deſtruction in
upon the ſaid aforementioned to be hereby granted Pre
miſſes or any part thereof. And alſo that he the ſaid *R.W.*
his Executors, Adminiſtrators or Aſſigns, or any of the
at any time within the ſpace of three years next before th
end of the ſaid term of ten years ſhall not and will no
Plow, till, dig, plant, ſet or ſow, or cauſe, permit
ſuffer to be Plowed, tilled, digged, Planted, ſet or ſowe
the ſaid three Cloſes, Leaſows or Paſtures aforementione
to be in the tenure, uſe or occupation of the ſaid *R. W.*
any part thereof with or for Parſnips, Turneps, Caro
Cabbidges, or with any manner of Garden-ſtuff, Hem
Flax, Corn or Grain whatſoever. And that if the ſa
R. W. his Executors, Adminiſtrators or Aſſigns, or any
them ſhall or do Plow, till, dig, plant, ſet or ſow,
cauſe, permit or ſuffer to be Plowed, tilled, digged, plan
ed, ſet or ſowed, at any time within the ſaid thr
years, the ſaid laſt mentioned three Cloſes, or any pa
thereof with any Carots, Turnips, Parſnips, Cabbidge
or any other manner of Garden-ſtuff, Plants, Hemp, Fla
Corn or Grain whatſoever, that then and ſo often he
they ſo planting, ſetting, Plowing, tilling, digging
ſowing the ſame, or any part thereof contrary to the effe
of theſe Preſents ſhall and will yearly and every year
the laſt three years of the ſaid term of ten years, durin
the time of ſuch planting ſetting Ploughing tilling diggi
or ſowing thereof, pay or cauſe to be paid unto the ſa
W. P. his heirs or Aſſigns, the Sum of five pounds
&c. for every Acre thereof which ſhall be ſo plante
&c. or ſowed as aforeſaid, and according to the rate a
proportion of five pounds for every Acre, or for eve
other or leſſer Quantity which ſhall be ſo planted, &
or ſowed as aforeſaid the ſaid Sum or Sums as ſhall happ
by any ſuch ploughing, tilling, digging, ſetting, planting

ſowin

ſowing, to be paid yearly as aforeſaid upon the Feaſt day of St. *Michael* the Archangel, and the Feaſt day of the Annunciation of the Bleſſed Virgin *Mary* by even and equal portions, And alſo that the ſaid *R. W.* his Executors, Adminiſtrators and Aſſigns, or ſome or one of them ſhall and will from time to time and at all times during the ſaid term of ten years repair maintain and keep the ſaid meſſuage or tenement, and all and every the barns, ſtables, buildings, outhouſes and the aforementioned to be hereby granted premiſes and every part thereof, and all and every the Rails, Poſts, Pails, Yates, Ditches, Hedges, Mounds and Fences, thereof and thereunto, and every or any part thereof belonging, in good repairs, well made and amended, and the ſame and every part thereof in the end, or other determination of the ſaid term of ten years, ſhall and will leave yeild up and deliver together with the quiet and peaceable poſſeſſion thereof, unto ſuch perſon and perſons, to whom the next and immediate Remainder or Reverſion of the ſaid Premiſſes, doth or ſhall then belong or appertain according to the effect of theſe Preſents. And the ſaid *W. P.* for himſelf, his Heirs Executors and Adminiſtrators, and for every of them doth by theſe Preſents covenant and grant unto and with the ſaid *R. W.* his Executors, and Adminiſtrators and Aſſigns, and every of them that for and notwithſtanding, any thing done or to be done by the ſaid *W. P.* his Heirs or Aſſigns, it ſhall and may be lawful to and for the ſaid *R. W.* his Executors, Adminiſtrators and Aſſigns, at all times during the ſaid term of ten years, of the Crops of the Trees heretofore uſually cropped, and of the Briers, Thorns, and Underwoods of the ſaid granted Premiſſes, to have and take neceſſary Tinſel for the fencing, and Hedging of the ſaid hereby granted Premiſſes, and every or any part thereof, ſo as the ſaid *R. W.* his Executors, Adminiſtrators and Aſſigns do not and ſhall not make hereof any wilful waſte, ſpoil or deſtruction.

A Warranty from *R. W.* and his Heirs, &c. (Except as is before and hereafter in theſe preſents Excepted)

to *W. P.* his Heirs and Aſſigns, &c. And furthermore, that the ſaid *R. W.* is ſeiſed in fee of all and every the ſaid aforementioned to be hereby granted premiſſes.

And that the ſaid *R. W.* will continue ſeiſed of the Premiſſes untill they be ſetled upon *W. P. C. S.* and *T. S.* to the uſes aforeſaid.

And that it ſhall be lawful to and for the ſaid *W. P.* and *M.* his wife, and the Heirs and Aſſigns of the ſaid *W. P.* quietly, and peaceably to enjoy the aforementioned Premiſſes.

A Covenant that the premiſſes ſhall remain unto *W. P.* and *M.* his wife free from incumbrances, (Except the Eſtate and Intereſt of *E. A.* in two Cloſes) and the chief Rent, &c.

A covenant for further aſſurance from *R. W.* to *W. P. C. S.* and *T. S.* (except only the Eſtates and Intereſts ſo excepted as aforeſaid).

And furthermore, it is concluded that *R. W. W. P.* and *M.* his Wife, ſhall levy a Fine unto *C. S.* and *T. S.* and their Heirs.

And Laſtly, a covenant that theſe preſents and the ſaid Fine, &c. ſhall be and enure, &c. *In Witneſs* whereof, &c.

The

The Mother Tenant for Life, and the Son in Reverſion grant their reſpective Eſtates to the Purchaſer in Fee with reſpective Covenants.

THis Indenture made between *A. O.* Widow and Relict of *O. O.* late of, &c. Deceas'd, and *C. O.* one of the Sons of the ſaid *O. O.* by the ſaid *A. O.* of the one part, and *S. C.* of, &c. of the other part, Witneſſeth, whereas the ſaid *A. O.* is and ſtandeth ſeiſed of an Eſtate of Freehold for and during ehe term of her natural life, of and in all that Capital Meſſuage, &c. the Reverſion whereof in expectancy after the death of the ſaid *A O.* ought and will come to and veſt in him the *C. O.* his Heirs and Aſſigns by vertue of the Laſt Will and Teſtament of the ſaid *O. O.* wherein and whereby he the ſaid *O. O.* did give and deviſe the ſame to the ſaid *C. O.* his Heirs and Aſſigns. And whereas the ſaid *C. O.* by Indenture of Bargain and Sale bearing date, &c. hath for the conſideration therein mentioned, granted, bargained and ſold unto the ſaid *S. C.* and his Heirs for ever all the ſaid Capital Meſſuage, &c. and the Reverſion and Reverſions, Remainder and Remainders, and all his Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of him the ſaid *C. O.* of, in and to all the ſaid Capital Meſſuage, &c. As by the ſaid Indenture now remaining inrolled in and amongſt the Records of the High Court of *Chancery* may more fully appear. Now this Indenture further Witneſſeth that the ſaid *A. O.* and *C. O.* for and in conſideration of the reſpective Sums of Money of, &c. to the ſaid *A. O.* &c. to the ſaid *C. O.* in hand paid by the ſaid *S. C.* to the ſaid *A. O.* and *C. O.* at and before the Sealing and delivery of theſe Preſents, the reſpective Receipts whereof they the ſaid *A. O.* and *C. O.* do by theſe Preſents acknowledge, and thereof and of every part thereof they do by theſe Preſents and for their reſpective Heirs, Executors and Adminiſtrators exonerate, acquit and diſcharge the ſaid *J. S.* his Heirs and Aſ-

ſigns for ever, have and either of them hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents do and either of them doth grant, bargain, ſell, releaſe and confirm unto the ſaid *S. C.* his Heirs and Aſſigns All the ſaid Capital Meſſuage, &c. and all the Eſtate, Right, Title, Intereſt, Reverſion, Remainder, Claim and Demand whatſoever of them the ſaid *A. O.* and *C. O.* and either and each of them, of, in, to and out of the ſame, and every or any part thereof, together with all the Deeds, Evidences, Muniments and Writings whatſoever which any way relate to or concern the Premiſſes ſingly and by themſelves which they have in their cuſtody, power or poſſeſſion, and true Copies of all other Deeds and Writings whatſoever, which jointly or together with any other Meſſuages, Lands and Tenements whatſoever concern the Title of the ſaid Premiſſes which they likewiſe have in their cuſtody or poſſeſſion, the ſaid Copies to be had and made at the Coſts and Charges of the ſaid *S. C.* his Heirs and Aſſigns. **To have and to hold** the ſaid Capital Meſſuage, &c. and all and ſingular other the ſaid above granted and confirmed, or meant, mentioned or intended to be hereby granted Premiſſes, with their and every of their Appurtenances unto the ſaid *S. C.* his Heirs and Aſſigns to the only and abſolute uſe and behoof of the ſaid *S. C.* his Heirs and Aſſigns for ever.

And the ſaid *A. O.* for her ſelf, her Heirs, Executors and Adminiſtrators doth Covenant, grant and agree to and with the ſaid *S. C.* his Heirs and Aſſigns in manner following (that is to ſay) that ſhe the ſaid *A. O.* at the time of the Sealing and executing of theſe Preſents is and ſtandeth lawfully and ſolely ſeiſed of and in the ſaid Capital Meſſuage,&c. with their and every of their Appurtenances of a good and lawful Eſtate of Freehold for the term of her natural life, and that free and clear of and from all former or other Grants, Bargains, Sales, Leaſes, Eſtates Mortgages, Titles, Charges, Forfeitures or Incumbrances whatſoever had, made, done or committed by her, or by any

any other Perſon or Perſons whatſoever, and by or with her means, privity, conſent or procurement.

And the ſaid *C. O.* for himſelf, his Heirs, Executors and Adminiſtrators, doth by theſe Preſents Covenant, grant and agree to and with the ſaid *S. C.* his Heirs and Aſſigns in manner and form following, (that is to ſay) that he the ſaid *C. O.* at the time of the Sealing and delivery of theſe Preſents is and ſtandeth lawfully and ſolely ſeiſed to the uſe of him and his Heirs of the immediate Reverſion or Remainder of the ſaid Capital Meſſuage, &c. expectant upon the Deceaſe of the ſaid *A O.* And further that all the ſaid Capital Meſſuage, &c. and Premiſſes in Reverſion as aforeſaid, and from and after the Deceaſe of the ſaid *A. O.* and from henceforth ſhall continue free and clear, and freely and clearly acquitted and diſcharged, or otherwiſe by the ſaid *C. O.* his Heirs or Executors, upon reaſonable requeſt, ſaved and kept harmleſs and indempnified from time to times and at all times for ever hereafter of and from all and ſingular former and other Bargains, Sales, Grants, Leaſes, Eſtates, Mortgages, Titles, Charges and Incumbrances whatſoever had, made, committed or done, or hereafter to be had, made, committed or done by him, or by any of his Heirs or Aſſigns, or by his or their means, conſent, privity or procurement. And further, that it ſhall and may be lawful for the ſaid *S. C.* his Heirs and Aſſigns for ever hereafter after the Deceaſe of the ſaid *A. O.* quietly and peaceably to enter into and upon the ſaid Capital Meſſuage, &c. and the ſame quietly and peaceably to have, hold and enjoy, and to have, take, receive and enjoy the Rents, Iſſues and Profits thereof to and for the only uſe and behoof of the ſaid *S. C.* his Heirs and Aſſigns without any lett, hindrance, or moleſtation of the ſaid *C. O.* his Heirs or Aſſigns, or of any other Perſon or Perſons whatſoever now claiming, or that ſhall or may hereafter lawfully claim any Eſtate, Right, Title or Intereſt of, in and to the ſaid Capital Meſſuage and Premiſſes, or any part thereof, by, from or under him, them, or any of them.

And the ſaid *A. O.* and *C. O.* ſeverally and reſpectively for themſelves, and their ſeveral and reſpective Heirs, Executors and Adminiſtrators, and not jointly, nor the one for the others Act or Deed, Covenant and grant to and with the ſaid *S. C.* his Heirs and Aſſigns that they ſhall and will according to their ſeveral and reſpective Titles aforeſaid upon the reaſonable requeſt, and at the Coſts and Charges in the Law of the ſaid *S. C.* his Heirs and Aſſigns, make, do, acknowledge, ſuffer, or cauſe to be made, done, acknowledged and ſuffered all and every ſuch reaſonable Act or Acts, Thing or Things, Deviſes and Aſſurances in the Law whatſoever, with Warranty in ſuch Aſſurance to be contained againſt themſelves reſpectively, or againſt their reſpective Heirs, or without Warrany, as by the ſaid *S. C.* his Heirs or Aſſigns, his or their, &c. Council Learned in the Law ſhall be adviſed or required for the better Conveyance, aſſurance and ſure making of all and ſingular the ſaid Premiſſes, with their and every of their Appurtenances unto the ſaid *S. C.* his Heirs and Aſſigns to the uſe of him the ſaid *S. C.* his Heirs and Aſſigns according to the true intent and meaning of theſe Preſents.

In Witneſs, &c.

Colla-

Collateral Aſſurance that an Infant at twenty one years of age ſhall Confirm the Eſtate purchaſed by a Recoverer.

[*Recite the firſt Purchaſe, and then the Settlement made before.*]

AND whereas, ſince the making of the ſaid laſt in part recited **Indenture** (of Settlement) the ſaid *T. C.* hath Purchaſed the ſaid Meſſuages and Lands of the ſaid *H. B.* and at the time of the ſaid purchaſe the ſaid *H. B* hath one or more Son or Sons by him upon the body of the ſaid *C.* begotten, the eldeſt of which Sons was and yet is an Infant under the age of 21 years, and ſo incapable of joyning in the former Aſſurances to the ſaid *T. C.* or in the Preſent Aſſurances to the ſaid *G. C.* (the preſent Purchaſer) whereupon the ſaid *G. C.* is adviſed that the Title to the ſaid Meſſuages, Lands and Premiſſes will not be ſecure and firm until ſuch time as the ſame ſhall be confirmed by the Iſſue of the Body of the ſaid *L. B.* by him upon the Body of the ſaid *C.* his wife Begotten, and therefore the ſaid *T. C.* hath agreed to give Collateral ſecurity to the ſaid *G. C.* by other Lands according to the effect of theſe Preſents. **Now this Indenture Witneſſeth**, &c. That the ſaid *T. C.* and *K.* his wife for the Securing the enjoyment of the ſaid Meſſuages, Lands and premiſſes to the ſaid *G. C.* and his Heirs and Aſſigns, according to his Purchaſe aforeſaid, and according to the effect of the ſaid firſt in part recited **Indenture**, and for the Securing ſaving harmleſs and indempnified the ſaid *G. C.* his Heirs, Executors, Adminiſtrators, and every of them of and from all Damages, Coſts, Charges, and expences whatſoever, by him, them, or any of them, to be ſuffered or ſuſtained for or by reaſon that the title to the ſaid Meſſuages, Lands and

Premiſſes, or any part thereof is not or may not be firm and ſure as aforeſaid by reaſon of the ſaid Deed of Intail or otherwiſe, and alſo to the intent and Purpoſe that the ſaid *T. C.* or his Heirs,&c. ſhall at his and their own Coſts and Charges, procure the firſt Son of the Body of the ſaid *H. B.* on the Body, &c, for the time being by a Common Recovery or other good and ſufficient Aſſurance in the Law, within the ſpace of two years next after he ſhall attain the age of 21 years to make and execute to the ſaid *G. C.* his Heirs and Aſſigns, for ever, a good, ſure, firm, perfect and abſolute, Conveyance and Aſſurance of the ſaid Meſſuages and Lands and premiſſes, free and clear of all Incumbrances, and ſufficient in the Law for Barring and Cutting off and Deſtroying of the ſaid Eſtate and all Remainders over of the ſaid Meſſuages, Lands, and premiſſes, and Clearing the Title to the ſame, as by the Council Learned in the Law of the ſaid *G. C.* his Heirs or Aſſigns, ſhall be thought neceſſary and proper in that behalf. And alſo for and in Conſideration of five ſhillings &c. doth grant bargain and ſell All &c. and all the Eſtate, Right &c. Habend. for one thouſand years under a Pepper-Corn Rent. Covenant, that he is Lawfully Seiſed and freed of Incumbrances. Provided always nevertheleſs and upon condition that if the ſaid *G. C.* his Heirs and Aſſigns, do and ſhall at all times hereafter quietly and peaceably have, hold, uſe, occupy, poſſeſs and enjoy all and every the ſaid Meſſuages, or Tenements, Lands, and Premiſſes, aforementioned, to be, lying and being in *Coles-Hill* aforeſaid, without any lawful or equitable Let, Suit, Trouble, Moleſtation, Diſturbance, Claim, or Demand whatſoever of or by the ſaid *H. B. C.* his Wife and either of them, their and either of their Heirs and Aſſigns, for or by any other Perſon or Perſons whatſoever, having or lawfully or equitably claiming to have, or which ſhall or may at any time hereafter have, or lawfully or equitably claim to have, any lawful or &c. by, from, or under or in truſt for the ſaid *R. B. H. B.* and *C.* his Wife or any of them, their or any of

their

their Heirs, or Aſſigns, or by, from or under his their or any of their Eſtates, Act, Title, means, default, Conſent, or Procurement. And alſo if the ſaid *T. C.* his Heirs Executors or Adminiſtrators, do and ſhall at his and their own Coſts and Charges, Procure the firſt Son of the Body of the ſaid *H. B.* by him upon the Body of the ſaid C. his Wife begotten within the ſpace of two years, next after he ſhall attain his age of twenty one years, as aforeſaid, by a Common Recovery or other good and ſufficient aſſurance in the Law, duly executed and atteſted, by two or more credible Witneſſes, to make and execute to the ſaid *G. C.* his Heirs and Aſſigns, for ever a good ſure, firm and abſolute Conveyance and Aſſurance, of all and every the ſaid Meſſuages &c. in *Coles Hill*, aforeſaid, free and clear of all Incumbrances, whatſoever, and ſufficient in the Law for the Docking Barring Cutting off and Deſtroying of the ſaid Intail and all Remainders over, of and upon, the ſaid Meſſuage or Tenement, Lands and Premiſſes, and clearing of the Title to the ſame, as by the ſaid *G. C.* &c. ſhall be approved of and thought neceſſary and proper in that behalf, and ſhall deliver and cauſe to be delivered ſuch Aſſurances unto the ſaid *G. C.* his Heirs or Aſſigns, fair and uncancelled, and ſufficiently atteſted by two or more credible Witneſſes for him to keep, for the better manifeſtation of his or their Title to the Premiſſes, That then and in ſuch caſe after ſuch Aſſurances, ſhall be executed, paſſed and delivered to the ſaid *G. C.* his Heirs or Aſſigns, as aforeſaid, this preſent Indenture and every clauſe matter and thing therein contained, ſhall ceaſe and be void, and in ſuch caſe it ſhall or may be Lawful unto and for the ſaid *T. C.* his Heirs and Aſſigns, into and upon aforementioned to be hereby granted Cloſes, Lands and Premiſſes, to reenter and the ſame to have again, &c. And laſtly, it is concluded and declared by and between th ſaid Parties, to theſe preſents, that it ſhall or may be lawful, to and for the ſaid *T. C.* his Heirs and Aſſigns, to hold and enjoy the ſaid mentioned

to

to be hereby granted Lands and Premiſſes, to his and their own uſe and behoof until ſome Entry, Eviction, Moleſtation, or Diſturbance, of the ſaid *G. C.* his Heirs or Aſſigns, in his or their enjoyment, of the ſaid Meſſuages and Lands in *Coles-Hill* aforeſaid, contrary to the intent of his Purchaſe aforeſaid, until default ſhall be made of Paſſing and Executing the ſaid Aſſurance, as aforeſaid by the firſt Son of the ſaid *H. B.* &c. Paying all Lawful Taxes, Charges, and Payments for the ſame. *In Witneſs* &c.

The Limitation of an Eſtate.

TO have and to hold the ſaid Meſſuage or Tenement and all and every the Lands Tenements Hereditaments and Premiſſes, with their and every of their Appurtenances, unto the ſaid *R. P.* and *J. B.* and their Heirs for ever, to the only ſeveral and reſpective uſe and uſes thereof, hereafter in and by theſe Preſents, Limited, Expreſſed and Declared, and to and for none other uſe Eſtate, intent or purpoſe whatſoever, (that is to ſay) to the uſe and behoof of the ſaid *W. J.* and his Aſſigns, during the term of the natural Life of the ſaid *W. J.* without Impeachment of or for any manner of Waſte, and from and after the Deceaſe of the ſaid *W. J.* then of, for and concerning the Moyety or one half part of the ſaid Meſſuage or Tenement, and of all and every the Lands Tenements and Hereditaments and Premiſſes, and every part thereof, and of their and every of their Appurtenances to the uſe and behoof of the ſaid *K.* for and during the term of her natural life, for her Joynture and in full recompence and ſatisfaction of her Dowry, making no wilful waſte, and after the Deceaſe of the ſaid *W. J.* and *K.* then of for and concerning the ſeveral and reſpective Remainders and Reverſions, of the ſeveral and reſpective moities of the ſaid Meſſuage or Tenement, and of all and every the Lands Tenements Here-

ditaments

ditaments and Premiſſes, and of every part and parcel thereof, with their and every of their appurtenances, to the uſe and behoof of ſuch Child or Children of the ſaid *W. J.* by him upon the Body of the ſaid *K.* Lawfully to be begotten as he the ſaid *W. J.* by any Writing under his hand and Seal, teſtified by two or more credible Witneſſes or perſons, or by his laſt Will in writing teſtified by two or more credible perſons, ſhall limit declare or appoint, And of ſuch Eſtate or Eſtates of Inheritance as in and by the ſaid Writing or laſt Will ſhall be limited, expreſſed and declared, and for want of ſuch Limitation, Declaration or Appointment, then to the uſe and behoof of the firſt Son of the ſaid *W. J.* by him upon the Body of the ſaid *K.* lawfully to be begotten, and of the Heirs of the Body of the firſt Son lawfully to be begotten, And for default of ſuch Iſſue, Then to the uſe and behoof of the ſecond Son of the ſaid *W. J.* by him upon the Body of the ſaid *K.* Lawfully to be begotten and of the Heirs of the Body of of the ſecond Son Lawfully to be Begotten, and for default of ſuch Iſſue, then to the uſe and behoof of the third Son of the ſaid *W. J.* by him upon the Body of the ſaid *K.* Lawfully to be begotten and of the Heirs of the Body of the ſaid third Son Lawfully to be begotten, and for default of ſuch Iſſue then to the uſe and behoof of the fourth Son fifth ſixth ſeventh eighth ninth tenth and all and every other Son and Sons of the ſaid *W. J.* by him upon the Body of the ſaid *K.* Lawfully to be begotten, ſeverally and reſpectively as they the ſaid Sons ſhall be in Seniority or Priority of Birth or Age, the one after the other, the eldeſt thereof to take firſt, and ſo ſucceſſively, ſeverally and reſpectively and not joyntly, and of the ſeveral reſpective Heirs, of the ſeveral and reſpective Bodies, of the ſaid fourth fith ſixth ſeventh eighth ninth tenth and of all and every Son and Sons aforeſaid as they the ſaid Sons ſhall be in Seniority, or Priority of Birth, or age, the one after the other as aforeſaid lawfully to be begotten, the Eldeſt Son and his Iſſue being always to take

and

and to be preferred by virtue of these presents before the younger and his Issue, and for default of such Issue then to the only use of all and every the Daughter and Daughters, of the said *W. J.* by him upon the Body of the said *K.* Lawfully to be begotten, and of the Heirs of the Bodies of all and every such Daughter and Daughters lawfully to be begotten, and for Default of such Issue, then to the only use and behoof of the right Heirs of the said *W. J.* for ever.

A Deed to lead the use of a Recovery suffered in a Court of Ancient Demesn.

This Indenture Tripartite made the twelfth day of *May* 1674. Between *W. H.* of *Kingsnorton* in the County of *Worcester* Yeoman, of the first part, and *J. H.* and *J. K.* of *Kingsnorton* aforesaid in the said County of *Worcester* Yeoman of the second part: And *J. H.* of *Kingsnorton* aforesaid, in the said County of *Worcester* Ironmonger, and *J. C.* of *Kingsnorton* aforesaid in the said County of *Worcester* Yeoman, of the third part, **Witnesseth**, That the said *W. H.* for the Docking and Barring of all Estates tail and Remainders heretofore made, created and raised of the Messuage and Lands hereafter mentioned. And for the setling, restating and assuring of the said Messuage and Lands unto and upon the said *W. H.* and his Heirs of a pure and absolute Estate in Fee-simple, that so he may dispose thereof at his pleasure; and for divers other good causes and considerations him hereunto moving Hath granted, enfeoffed, delivered and confirmed, and by these Presents doth grant, enfeoff, deliver and confirm unto the said *J. H.* and *J. K.* all that Messuage or Tenement wherein the said *W. H.* doth now inhabit and dwell, and all Houses, Edifices, Buildings, Barns, Stables, Gardens, Orchards, Backsides, and Fold-yards unto the said Messuage or Tenement belonging or appertaining now or heretofore commonly

nonly called or known by the name of, &c. with the Appurtenances; and alſo all thoſe three Cloſes or Crofts, or Parcels of Land now or heretofore called or known by the ſeveral Names of, &c. Cloſes, Crofts or Parcels of Land, Meadow and Premiſſes are ſituate, lying and being together or near together in the Pariſh of *Kingſnorton* aforeſaid in the ſaid County of *Worceſter*, between, &c. And now or late in the Tenure, uſe or occupation of the ſaid *W. H.* his Aſſigns or Under-tenents; and the Reverſion and Reverſions, Remainder and Remainders thereof, and of every part thereof, and all and ſingular other the Lands, Tenements and Hereditaments whatſoever of him the ſaid *W. H.* ſituate, lying and being in *Kingſnorton* aforeſaid, in the ſaid County of *Worceſter* (except four foot of Land in length and breadth in the ſaid Cloſe called the *Horſe-Leaſow*, next adjoyning to the Rails.) **To have and to hold** the ſaid Meſſuage or Tenement, Cloſes, Crofts, Lands, Tenements, Meadows, Paſtures, and all and ſingular other the Premiſſes, with their and every of their Appurtenances (except before excepted) unto the ſaid *J. H.* and *J. K.* their Heirs and Aſſigns for ever, to the intent and purpoſe that they the ſaid *J. H.* and *J. K* ſhall and may be perfect Tenants of the Frehold of the ſaid Meſſuage, Lands and Premiſſes, that ſo the ſaid *J. H.* and *J. C.* ſhall and may within twelve Months enſuing the Date hereof at the Coſts and Charges of the ſaid *W. H.* iſſue forth and proſecute one Writ of Right cloſe to be directed to the Bailiffs that the moſt Excellent Princeſs *Anne* Queen of *England*, &c. of her Mannor of *Kingſnorton* in the ſaid County of *Worceſter*, and in the Cloſes of the ſaid Mannor make Proteſtation to proſecute the ſame in the nature of a Writ of Right at the Common Law, and thereby demand againſt the ſaid *J. H.* and *J. K.* the ſaid Meſſuage or Tenement, Cloſes, Crofts, Meadow, Lands and mentioned Premiſſes, and every part thereof with the Appurtenances by the name of one Meſſuage, two Gardens, ten Acres of Land, ſix Acres of Meadow, twelve Acres of Paſture, and one Acre of Land covered with Water, with the Appurtenances

tenances in *Kingſnorton*: To which Writ ſo to be ſued forth and proſecuted the ſaid *J. H.* and *J. K.* ſhall and will appear, and after Declaration againſt them ſhall vouch or call to Warranty the ſaid *W. H.* who ſhall thereupon alſo appear and enter into the Warranty, and after Declaration againſt him ſhall vouch or call to Warrranty the Common Vouchee or Miniſter of the ſaid Court who ſhall thereunto alſo appear and enter into the Warranty, and after Declaration againſt him ſhall imparle and after make default that thereby a Common Recovery with double Voucher may be had and ſuffered and Judgment given for the ſaid *J. H.* and *J. C.* to recover the ſaid Meſſuage or Tenement, Lands, Tenements, Cloſes, Leaſowes, Paſtures, Meadows, and Premiſſes in the ſaid Writ to be comprized or mentioned as aforeſaid with the Appurtenances againſt the ſaid, *J. H.* and *J. K.* And for the ſaid *J. H.* and *J. K.* to recover in value againſt the ſaid *W. H.* And for the ſaid *W. H.* to recover over in value againſt the ſaid Common Vouchee or Miniſter of the ſaid Court according to the cuſtom of the ſaid Mannor, and the form of Recoveries uſed for aſſurance of Lands within the ſaid Mannor, And it is hereby Covenanted, granted, concluded, agreed and declared by and between all the ſaid Parties to theſe Preſents, and all and every the ſaid Parties to theſe Preſents do hereby Covenant, grant, conclude, agree, expreſs, ſignifie and declare that theſe Preſents and the Judgment and Recovery to be had and ſuffered as aforeſaid, and all and every other Judgment, Recovery, Fine, Feoffment and other aſſurance and aſſurances whatſoever had, made, done, acknowledged, levied, executed or ſuffered, or hereafter to be had, made, done, acknowledged, levied, executed or ſuffered by or between the ſaid parties to theſe Preſents or any of them or concerning the ſaid Premiſſes, or any part thereof, and the full force, execution and effect thereof ſhall be, and ever ſhall be deemed, taken and adjudged to be and enure,&c. And the Recoverer and Recoverers before named, and every ofthem and their and every of their Heirs, and all and every other Recoverer and Recoverers,

coverers, and his and their Heirs ſhall from the making, ſuffering and execution thereof, ſtand and be ſeiſed in all and ſingular the ſaid Meſſuage or Tenement of Lands, Tenements, Hereditaments and Premiſſes with the Appurtenances to and for the only proper uſe and behoof of the ſaid *W. H.* and that his Heirs and Aſſigns for ever. And to or for none other uſe, eſtate, intent or purpoſe whatſoever. In Witneſs whereof all the ſaid parties to theſe Premiſſes to every part hereof have ſet their Hands and Seals the day and year firſt above written.

Be it remembred that peaceable and quiet Poſſeſſion and Seiſin of and in the Meſſuage or Tenement within mentioned to be granted and enfeoffed, was had, taken and delivered by the within named *W.H.* in his proper Perſon unto the within named *J. H.* and *J. K.* in the name thereof and of all the Lands, Tenements and Premiſſes within the day of the date within written, to hold to them and their Heirs, according to the force and effect of the Deed within written, in the Preſence of us, *&c.*

Leaſes.

Leaſes.

A Leaſe of a Houſe.

THis Indenture made the day of &c. in the &c. year of the Reign &c Anno. Dom. &c. Between *M. G.* of &c. the one part, Witneſſeth, That the ſaid *M. G.* for, and in Conſideration of the Rents, Covenants, and Agreements hereafter, in theſe preſents reſerved, mentioned and contained on the part and behalf of the ſaid *H. J.* his Executors, Adminiſtrators and Aſſigns, to be paid and performed; Hath demiſed, granted, and to Farm Letten and by theſe Preſents doth demiſe, grant, and to Farm Lett unto the ſaid *H. J.* All that Meſſuage and Tenement wherein he now dwelleth: Situate &c. together with all Cellars, Rooms, Chambers, Lights, Eaſments, Commodities and Appurtenances whatſoever to the ſaid Meſſuage, or Tenement hereby mentioned to be demiſed, now belonging, or appertaining, and as the ſame is now in the occupation of him the ſaid *H. J.* together with the uſe of all and ſingular &c. To have and to hold the ſaid Meſſuage, or Tenement, and all other the before demiſed Premiſſes with the Appurtenances unto the ſaid *H. J.* his Executors, Adminiſtrators and Aſſigns from &c. unto the full end and term of &c. from thence next enſuing and fully to be compleat and ended, Yielding and paying therefore unto the ſaid *M. G.* his Executors, Adminiſtrators and Aſſigns the ſum of &c. at the day of &c. And if it ſhall happen the ſaid yearly Rent of &c. to be behind and unpaid in part, or in all, by the ſpace of &c. days next after any of the ſaid days, in which the ſame ought to be paid as aforeſaid, being lawfully demanded at the above demiſed Premiſſes, that then and from thenceforth, it ſhall and may be lawful for the ſaid *M. G.* his Executors, Adminiſtrators

ſtrators or Aſſigns, or any of them, into all and ſingular the ſaid demiſed Premiſſes with the Appurtenances or into any part thereof in the Name of the whole wholly to reenter, and the ſame to have again, Re-poſſeſs and Enjoy, as in His, or their firſt and former Eſtate, and that from and after ſuch Re-entry made this Preſent **Indenture** of Leaſe, and every thing therein Contained ſhall ceaſe and be utterly void and of none Effect, any thing herein Contained to the contrary notwithſtanding. **And the ſaid** *H. J.* for himſelf, his Executors, Adminiſtrators, and Aſſigns, and every of them doth Covenant, promiſe and grant to and with the ſaid *M. G.* his Executors, Adminiſtrators, and Aſſigns, by theſe Preſents, in manner and form following, That is to ſay, that he the ſaid *H. J.* his Executors, Adminiſtrators, and Aſſigns, at his, their or ſome of their own Coſts and Charges, ſhall and will from time to time, and at all times hereafter, when and as often as need ſhall require, during the ſaid term dereby demiſed well and ſufficiently repair, ſupport, uphold, maintain, amend, and keep Repaired the ſaid Premiſſes hereby demiſed, with the Appurtenances and every part thereof, and all the Walls, Fences, and Incloſures of, and belonging to the ſame Premiſſes, in, by and with all manner of needful and neceſſary Reparations and Amendments whatſoever, during the ſaid Term, And alſo ſhall bear and pay two parts in three parts divided of the Charges for emptying, cleanſing, and amending of the Privy or Widraught which ſerveth the demiſed Premiſſes and the Houſe now in the occupation of the aforeſaid *J. C.* as often as occaſion ſhall require in that behalf: and at the end of the ſaid Term hereby granted, or other ſooner determination of this preſent Leaſe, which ſhall firſt happen, ſhall peaceably and quietly yeild up unto the ſaid *M. G.* his Executors, Adminiſtrators or Aſſigns, the ſaid demiſed Premiſſes, and every part thereof, well and ſufficiently repaired, upholden, fenced, paved, cleanſed, ſcoured and amended, together with the Goods and Implements mentioned in the Schedule Indented hereunto Annexed in

as good Caſe and Condition, as the ſame now are, (Reaſonable uſe and wearing thereof in the mean time only excepted) together alſo with all doors, windows, partitions, ſtudies, caſements, glaſs, lead and iron, thereunto fixed and belonging, and without making, doing, or ſuffering, any waſt, detriment, or ſpoil, in, or upon the ſaid demiſed Premiſſes, or any part thereof. **And alſo**, that it ſhall and may be lawful to and for the ſaid *M. G.* his Executors, Adminiſtrators and Aſſigns, and alſo to and for *W.* **L.** *H. G.* and *R. C.* ſurviving Feoffees for the Poor reſiant in the Pariſh of &c. and the Survivor of them their Heirs, and Aſſigns, four times during the ſaid Term of one year at their wills and pleaſures, to enter and come into the ſaid demiſed Premiſſes, and every part thereof to view and ſee the ſtate of the Reparations of the ſame Premiſſes; and if any decays, or defaults, of, or for want of Reparations, ſhall be then, or there found, that then he the ſaid *H. J.* his Executors or Aſſigns, ſhall and will well, and ſufficiently Repair and amend All and ſingular, and every the ſame decays and defaults ſo found from time to time, within three Monthes after every ſuch view made and warning left, for the Repairing thereof. **And further** that he the ſaid *H. J.* his Executors, or Aſſigns, ſhall not at any time or times during the ſaid Term, do, or cauſe, or ſuffer to be done, any act or thing whatſoever, in, upon, or about the ſaid demiſed Premiſſes, or any part thereof, which ſhall be in Annoyance to any of the Tenants of the ſaid Feoffees, there near Inhabiting. **And** alſo, that he the ſaid *H. J.* his Executors, or Aſſigns, ſhall from time to time, when and as often as occaſion ſhall Require, during the ſaid Term of one whole year permit and ſuffer the Tenant and Tenants of the ſaid Feoffees, their Heirs, and Aſſigns, which have their Houſes, or Grounds, adjoyning upon the ſaid demiſed premiſſes, or any part thereof, to have free Liberty of Ingreſs, Egreſs, and Regreſs to themſelves and their Workmen at convenient times to come into the ſaid demiſed Premiſſes, to Amend and Repair their Houſes, Fences, Sinks and Gutters on the part

or

or ſides adjoyning to the Premiſſes thereby demiſed. And that in every ſuch Caſe the ſaid *H. J.* his Executors or Aſſigns, ſhall from time to time ſtand to and obey ſuch order and direction therein, as the ſaid Feoffees, their Heirs and Aſſigns, ſhall ſet down and appoint in that behalf, if there ſhall happen any Controverſy in that Caſe. **And ſhall alſo** permit the Tenants of the ſaid houſe, now in the occupation of the ſaid *H. J.* at all times during the ſaid term to enjoy their Water Courſes, or paſſage for their Water through the Yard hereby demiſed as formerly hath been uſed according to the Exception above written, and true meaning of theſe preſents. **And the ſaid** *H. J.* for himſelf, his Executors &c. doth Covenant, &c. to and with the ſaid *M. G.* his Executors &c. That he the ſaid *H. J.* his Executors, &c. ſhall and will, well and truly pay the ſaid Yearly Rent of &c. above reſerved unto the ſaid *M. G.* his Executors, Adminiſtrators or Aſſigns from time to time, when and as often as the ſame, or any part thereof ſhall be due and payable, during the ſaid Term of one whole Year, at ſuch days and times, and in ſuch manner and form as the ſame are before in theſe Preſents Reſpectively limited and appointed to be paid, without fraud or Covin: And alſo ſhall bear and pay All rates, Duties, Payments and Aſſeſsments, which are, or ſhall be due and payable, or Aſſeſſed to the Church, Pariſh or Poor of &c. for, or in Reſpect of the ſaid demiſed Premiſſes, or any part thereof, during the ſaid Term; as which ſhall grow, or happen by reaſon of any Inmates, or other perſons that ſhall dwell, lodg, or reſide in the ſaid demiſſed Premiſſes, or any part thereof; And of and from all and every the ſaid Rates, Duties, Payments and Aſſeſsments, and every of them, and from all Suits, Troubles, Coſts and Damages, to ariſe concerning the ſame, ſhall clearly Diſcharge, or well and ſufficiently keep harmleſs the ſaid *M. G.* his Executors, Adminiſtrators or Aſſigns, and the ſaid demiſed Premiſſes and every of them. **And the ſaid** *M. G.* for Himſelf, his Executors, Adminiſtrators and Aſſigns, doth Covenant, Promiſe and Grant to and with the ſaid *H. J.* his Executors

Adminiſtrators and Aſſigns, by theſe Preſents that he the ſaid *H. J.* his Executors, Adminiſtrators and Aſſigns, for the Rent of &c. in form aforeſaid to be paid, and under and according to the Covenants Reſervations and Agreements in theſe Preſents Contained, which on his and their parts, are or ought to be performed, ſhall or may peaceably and quietly have, hold and enjoy the Premiſſes above demiſed, with the Appurtenances (except before excepted) during the ſaid Term hereby Granted: without any Let, Suit, Trouble, Eviction or Interrupion of the ſaid *M. G.* his Executors, Adminiſtrators, or Aſſigns, or any of them; or of any other perſon or perſons whatſoever Lawfully claiming, or which ſhall or may Lawfully Claim, by, from, or under him them, or any of them; or by, his, their or any of their Means, Conſent, or procurement: And that free and clear, and freely and clearly Acquitted and Diſcharged of and from the Rent, and Covenants reſerved, mentioned and contained in the **Indenture** of Leaſe, by virtue whereof the ſaid *M. G.* holdeth and enjoyeth the ſaid Premiſſes above demiſed, and of and from all Actions, Suits, Diſtreſſes, Coſts, Charges and Damages, to ariſe, grow or happen, touching the ſame in any manner of wiſe. *In Witneſs*, &c.

A Leaſe of a Brew-Houſe.

This Indenture made, &c. between *H. K.* of &c. and *I.* his Wife of the one part, and *A B* of &c. of the other part **Witneſſeth**, That as well for and in Conſideraton of the Sum of &c. of Lawful &c. to the ſaid *H. K.* and *J.* his Wife, or to one of them by the ſaid *A. B.* at or before the Enſealing and delivery of theſe Preſents, well and truly paid, the Receipt whereof, They the ſaid *H. K.* and *J.* his Wife do hereby acnowledge, and thereof and of every part thereof, do Acquit, Releaſe and Diſcharge the ſaid *A. B.* his Executors and Adminiſtrators for ever by theſe Preſents. **As alſo** for and, in Conſideration of the Rents and Covenants herein reſerved and Contained on the part and behalf of the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, to be paid and performed in manner hereafter Expreſſed, They the ſaid *H. K.* and *J.* his wife have Demiſed, Granted and to Farm Letten, and by theſe Preſents do Demiſe, Grant and to Farm Let unto the ſaid *A. B.* all that Meſſuage, or Tenement and Brew-houſe lately called or known by the Name of the &c. Brew-houſe now, or late in the occupation of the ſaid *H. K.* together with the &c. belonging or in any Caſe Appertaining, or to, or with the ſame now, or late uſed or enjoyed by the ſaid *H. K.* **And alſo** the uſe or occupation of all and every the Coppers, Brewing veſſels, Utenſels and Implements of Brewing, and other fixed things which are Remaining and being in and about the ſaid Meſſuage, Tenement, Brewing-houſe and Premiſſes, and which are mentioned and Expreſſed in the Inventory or Schedule, to theſe preſents Annexed, with the values and Prices thereof. **And alſo**, all that back Tenement, or dwelling-houſe, with a ſmall Yard and Backſide thereto belonging, lying behind and near adjoyning to the ſaid Meſſuage, or Tenement and Brew-houſe, which now is or lately was in the Tenure or occupation of the ſaid *H. K.* or his Aſſigns; and all Ways, Paſſages Lights, Eaſments, Commodities, or Appurtenancs to the ſaid Back Tenement,

belonging or appertaining: All which ſaid demiſed Premiſes, are Situate, lying and being in &c. in the County of &c. **To have and to Hold,** the ſaid Meſſuage or Tenement &c. Brew-houſe, back Tenement, and all other the Premiſſes before, by theſe Preſents demiſed or meant, mentioned or Intended to be hereby demiſed and granted with their and every of their Appurtenances unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, from the &c. next coming after the Date of theſe Preſents, unto the full end and Term of &c. from thence next Enſuing, and fully to be compleat and ended; Yeilding and paying therefore yearly and every year during the ſaid Term of &c. hereby Granted to the ſaid *H. K.* and *J.* his Wife, their Executors, Adminiſtrators or Aſſigns, the Rent or ſum of &c. of Lawful money of *England*, at upon the day &c. by Even and Equal portions. And the ſaid *A. B.* for himſelf, his Executors, Adminiſtrators and Aſſigns doth Covenant, Promiſe and Grant to, and with the ſaid *H. K.* and *J.* his Wife, Their Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in manner and form following, (that is to ſay) That he the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, or ſome of them, at His, Their, or ſome of Their own proper Coſts and Charges, ſhall from time to time and at all times hereafter during the ſaid Term of Years hereby Granted, well and ſufficiently Repair, Uphold, Support, Maintain, Suſtain, Amend and Keep the ſaid Meſſuage, or Tenement and Brew-houſe, back Tenement, Mill-houſe, Still-Houſe and all other the Premiſſes above by theſe Preſents demiſed, and every part and parcel thereof, in by and with all, and all manner of needful and neceſſary Reparations and Amendments whaſoever. **And alſo,** all Fences, Seiges, Gutters, Sinks, Privies, Vaults and Widraughts thereunto belonging, or in any wiſe Appertaining, ſhall Cauſe to be well and ſufficiently Fenced, Cleanſed, Scoured, Purged, Emptied and Amended, when, where, and as often as need ſhall be, or require, during the ſaid Term &c. Or within the ſpace of &c. next after monition, warning, or Notice given, or

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left in writing for the doing thereof, as is here under mentioned; and the ſame Premiſſes and every part and parcel thereof, ſo being well and ſufficiently repaired, upholden, ſupported, ſuſtained, maintained, fenced, ſcoured, purged emptied, amended and kept at the end of the ſaid Term of &c. hereby demiſed, or other ſooner determination of this preſent leaſe, which ſhall firſt happen peaceably and quietly, ſhall and will leave, ſurrender and yeild up, together alſo with all and every the ſaid Copper, Brewing Veſſels, and other Goods and Things in the ſaid Annexed Schedule mentioned, or in lieu of them or any of them, the value and price of ſuch of them as ſhall be wanting or ſo much as ſhall make them that remain to be of the value in the ſame Schedule expreſſed according to the Covenants and Conditions hereafter mentioned in that Behalf **And further** that it ſhall and may be Lawful as well to and for the ſaid *H. K.* and *J.* his wife their Executors, Adminiſtrators and Aſſigns, and alſo to and for all and every of the Land-lords and owners of the Premiſſes their Heirs, Executors and Aſſigns, with workmen or others in their or any of their Company, or Companies, or without, twice in every year yearly during the ſaid Term, at Seaſonable and Convenient times in the day time to enter and come into, and upon the ſaid Meſſuage or Tenement, Brew-houſe, back Tenement and other the Premiſſes above by theſe Preſents demiſed, and into every, or any part or parcel thereof, there to view, ſearch and ſee the decays, defaults and wants of Reparations, Fencings, Cleanſings or Scourings of the ſame Premiſſes, and of all and every ſuch decays and defaults, wants of Reparations, Fencings, Cleanſings or Scowrings as upon every, or any ſuch view or ſearch made ſhall be found needful to be Repaired, Fenced, Cleanſed, Scowred or amended to give or leave Notice or warning in writing at the above demiſed Premiſſes to and for the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, to repair and amend the ſame within the ſaid ſpace of &c. then next following, and the ſaid *H.* for himſelf and the ſaid *J.* his wife, for either

of them, their and either of their Execut. Adminiſtrators and Aſſigns doth Covenant, Promiſe and Grant to and with the ſaid *A.B.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents that he the ſaid *A B.* his Executors, Adminiſtrators and Aſſigns, under and according to the Rent, Covenants, Conditions, and Agreements herein reſerved and contained on his and their parts to be paid, obſerved, fulfilled and kept, ſhall and may Lawfully, Peacebly and quietly have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuage, or Tenement and Brew-houſe, back Tenement and all other the Premiſſes hereby demiſed, and every part and parcel thereof with their and every of their Appurtenance for and during the ſaid Term of, &c. hereby Granted, without the Let, denial, eviction, claim, demand, moleſtation or interruption of him the ſaid *H. K.* and *J.* his wife or either of them their or either of their Executors, Adminiſtrators or Aſſigns, or of any perſon or perſons Lawfully Claiming, or to Claim from, by, ot under them or either or any of them or their or any of their Right Title, Neglect, Defaults, Conſent or Procurement; and that freed and diſcharged by them the ſaid *H. K.* and *J.* his Wife their Executors, Adminiſtrators and Aſſigns, well and ſufficiently ſaved and kept harmleſs and Indemnified of and from the Rent, and Rents reſerved and to be paid by or upon the Original Leaſe or Leaſes by which the ſaid Leſſors, or any of them hold the ſaid demiſed Premiſſes or any part thereof, for the ſame Premiſſes or any part or parcel thereof, or of any other Tenements, parcels of Ground or Premiſſes formerly therewith demiſed; and of and from all and all manner of Forfeitures, diſtreſſes or damages which ſhall happen to be levied, had or recovered of, or upon the demiſed Premiſſes or any part thereof, or of or againſt the ſaid *A. B.* his Executors or Adminiſtrators or his or their Goods, or Chattels for or by Reaſon of the non-Payment of the ſaid Original Rent or Rents, in any wiſe. **Provided always**, That if it ſhall happen the ſaid yearly Rent of &c. or any part thereof to behind or unpaid in part or in all by the ſpace of one and Twenty days

days next, over or after any of the ſaid Feaſts or days of Payment on which as aforeſaid the ſame ought to be paid being Lawfully demanded; That then and from thenceforth, it ſhall and may be Lawful to and for the ſaid *H. K.* and *J.* his Wife their Executors, Adminiſtrators and Aſſings, into all and ſingular the ſaid demiſed Premiſſes, or any part or parcel thereof, in the name of the whole, wholly to Re-enter and the ſame to have again, retain and Repoſſeſs, as in their, or either or any of their firſt and former Eſtate or Eſtates, This **Indenture** or any thing herein Contained to the Contrary thereof, in any wiſe notwithſtanding. **And it is Covenanted**, Granted and Conditioned, Concluded and Agreed by and between the ſaid *H. K.* and *J.* his Wife and the ſaid *A. B.* mutually for them, their Executors, Adminiſtrators and Aſſigns, by theſe preſents, in manner as followeth, that is to ſay, that at the end of the ſaid Term of &c, or other ſooner determination of this preſent Leaſe, (firſt happening) the ſaid Copper, Brewing veſſels, Implements and Utenſils of Brewing and other goods and things in the ſaid Annexed Schedule mentioned ſhall be by two indifferent perſons whereof the one of them to be Choſen and Appointed by the ſaid *H.K.* and *J.* his Wife their Executors, Adminiſtrators or Aſſigns, and the other of them to be Choſen by the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, and then rated, valued and appraiſed, and that if according to the ſaid then Rate and value the ſaid Copper, Brewing veſſels, and other goods, and things ſhall be of leſs worth and value than what is mentioned and ſet down in the ſaid Annexed Schedule, that then he the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, ſhall and will ſatisfy and make good to the ſaid *H. K.* and *Izabel* his Wife, their Executors, Adminiſtrators or Aſſigns, in money what ſhall be wanting thereof. **And** that if according to the ſaid then Rate, the ſaid Copper, Brewing veſſels, goods and other things ſhall be of more worth and value than is expreſſed and ſet down in the ſaid hereto Annxed Schedule, that then they the ſaid *H. K.* and *Iz.* his Wife their Executors, Adminiſtra-

miniſtrators or Aſſigns ſhall and will ſatisfie, make good and allow to the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, in money the overplus thereof according to the true Intent and meaning of theſe Preſents. **And whereas** the ſaid *H. K.* and *Iz.* his Wife hold the premiſſes amongſt other things by **Indenture** of Leaſe to them granted by and from. *J. N.* late of &c. deceaſed, for a longer Term, and at or under a greater Rent than is herein before mentioned and reſerved, now it is Covenanted, Conditioned and Agreed by and between all the ſaid parties to theſe Preſents, the ſaid *H. K.* for himſelf and the ſaid *Izabel* his Wife their Executors, Adminiſtrators and Aſſigns, doth hereby Covenant Promiſe and Agree to and with the ſaid *A.B.* his Executors, Adminſtrators and Aſſigns, That it ſhall and may be lawful for the ſaid *A.B.* his Executors, Adminiſtrators and Aſſigns, from time to time during the ſaid Term to pay and ſatisfie the ſaid yearly Rent of &c. of Lawful money of *England*, herein before reſerved unto the Executors, or Adminiſtrators of the ſaid *J. N.* deceaſed towards the payment and diſcharge of the Rent reſerved in the **Indenture** of Leaſe, whereby the ſaid *H. K.* holds the premiſſes from the ſaid *J. N.* as aforeſaid, and that all and every the Rents and Sum and Sums of money that ſhall be by the ſaid *A. B.* his Executors, Admiſtrators or Aſſigns, ſo paid to the Executors, or Adminiſtrators of the ſaid *J. N.* aforeſaid, ſhall be from time to time allowed of by the ſaid *H. K.* and *Iz.* his Wife their Executors, Adminiſtrators and Aſſigns, in diſcharge of the ſaid yearly Rent thereby reſerved, any thing herein Contained to the contrary notwithſtanding. **In Witneſs**, whereof the ſaid Parties to theſe preſent **Indentures** Interchangeabley have ſet Their Hands and Seals the day and Year firſt above written.

This

This Indenture made the &c. Between *H. N.* of &c. Widow the late Wife and Adminiſtratrix (with a Will Annexed) of all and ſingular the Goods and Chattels, Rights and Credits late of or belonging to *J. N.* late, &c. deceaſed of the one part, and *A. B.* Citizen &c. of the other part, **Whereas** *H. K.* of &c. and *Iſabel* his Wife by Indenture of Leaſe, bearing date the day of the date hereof, for the conſiderations therein mentioned did demiſe, grant and to farm let unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, a Meſſuage or Tenement and Brew-houſe, with the Brewing Veſſels, Coppers and Utenſils and Appurtenances thereunto belonging, with a Tenement, Yard and Backſide thereunto adjoyning Scituate and being in &c. in the County of &c. for the Term of &c. Commencing from &c. next enſuing the date of theſe Preſents, at and for the yearly Rent of &c. of lawful Money of *England*, payable at the four moſt uſual Feaſt days, in the ſaid Leaſe expreſſed, as by the ſame Indenture of Leaſe, amongſt divers other Covenants, Conditions and Agreements, therein contained, relation being thereunto had, may plainly appear: which ſaid Meſſuage or Tenement, Brew-houſe and Premiſſes the ſaid *H. K.* and *J.* his wife have and hold, amongſt ſeveral other things, by Indenture of Leaſe, to them granted by and from the ſaid *J. N.* in his Life time for a longer Term and at greater Rent than is in the ſaid recited Indenture granted to the ſaid *A. B.* as as aforeſaid reſerved and mentioned. **And Whereas** the ſaid *A. B.* is contented and agreed, by and with the conſent of the ſaid *H. K.* and *J.* his Wife teſtified by being made Witneſſes hereto, to pay the ſaid yearly Rent of &c. unto the ſaid *H. N.* her Executors, Adminiſtrators or Aſſigns, towards the Satisfaction of what Rents are reſerved and payable in the ſaid Indenture of Leaſe granted by the ſaid *J. N.* as aforeſaid, and wherewith the ſaid Brew-houſe and Premiſſes are charged or chargeable. **Now this Indenture Witneſſeth**, That in conſideration thereof, the

ſaid

ſaid *H. N.* for her ſelf her Executors and Adminiſtrators doth hereby covenant, promiſe, grant and agree, to and with the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, paying the ſaid yearly Rent of &c. of lawful money of *England*, unto the ſaid *H. N.* her Executors, Adminiſtrators or Aſſigns, at the four moſt uſual quarterly days of payment in every year in the ſaid recited Indenture of Leaſe Expreſſed and limited to be paid, or within One and Twenty days next after every of the ſame Feaſts, and obſerving, performing and keeping all other the Covenants, Conditions and Agreements in the ſaid Indenture of Leaſe to him the ſaid *A. B.* made from the ſaid *H K.* and *J.* his wife as aforeſaid mentioned and expreſſed ſhall and may lawfully, peaceably and quietly have, hold, occupy, poſſeſs and enjoy all the ſaid Meſſuage or Tenement and Brew-houſe, back Tenement and all other the demiſed Premiſſes before mentioned to be demiſed and granted to the ſaid *A. B.* as aforeſaid, and every part and parcel of them and every of them, with their and every of their appurtenances, for and during all the ſaid Term of years in and by the ſaid recited **Indenture** of Leaſe mentioned to be granted, without any lawful Let, Suit, Trouble, Expulſion, Diſturbance, Interruption, Claim or Demand of or by the ſaid *H. N.* her Executors, Adminiſtrators or Aſſigns or any of them, or of or by any other perſon or perſons lawfully Claiming or to Claim by from or under her, them, or any of them, or by from or under the ſaid *J. N.* deceaſed, or by their or any of their means, Act, Right, Intereſt, Conſent, default or procurement, free and clear, and cearly Accquitted and diſcharged or otherwiſe, by her the ſaid *H. N.* her Executors, Adminiſtrarors or Aſſigns ſaved kept harmleſs and Indemnified of and from the payment of any Rent or Rents and performance of all or any the Covenants, Conditions and Agreements reſerved and mentioned in the original **Indenture** of Leaſe or Leaſes, whereby ſhe the ſaid *H. N.* holds the Premiſſes among other

other things, and of and from all Actions Reentries Forfeitures, Diſtreſſes and Damages, concerning the ſame Rents and Covenants or any of them. In Witneſs, whereof the ſaid Parties to theſe preſent Indentures interchangeably have ſet their Hands and Seals, the day and year firſt above written.

Conveyances by way of a Leaſe, and Releaſe of Lands.

THis Indenture made, &c. Between *T. P.* of &c. of the one part, and *J. B.* of &c. of the other part, Witneſſeth, that the ſaid *T. P.* for and in conſideration of the Sum of Five Shillings of good and Lawful money of *England*, to him in hand paid by the ſaid *J. B.* at and before the enſealing and delivery of theſe preſents, the Receipt whereof he the ſaid *T. P.* doth hereby acknowledg, hath Granted, Bargained and Sold, and by theſe Preſents doth Grant, Bargain and Sell unto the ſaid *J. B.* all that the Mannors of *R.* with the appurtenances in &c. and all Freeholds, Meſſuages, Houſes, Dove-houſes, Woods, Under-woods, Edifices, Buildings, Curtilages, Yards, Gardens, Orchards, Lands, Meadows, Paſtures, Commons, Commons of Paſture, Waſts, waſt Grounds, Cloſes, incloſed Grounds Bruery and Health grounds, to the ſaid Mannor belonging or in any wiſe appertaining, And all thoſe his Lands, Tenements and Hereditaments holden of the Mannor of *R.* with their and every of their Rights Members and Appurtenances, and all other his the ſaid *T. P.*'s Mannors, Meſſuages, Lands, Tenements and Hereditaments and his parts and purparts, and portions of any Mannors, Meſſuages, Lands, Tenements and Hereditaments which were purchaſed in Fee, by *J. S.* late of &c. deceaſed, of and from &c. and alſo all that Meſſuage or Tenement, called or known by the name or ſign of &c. Scituate and being &c. in the poſſeſſion of &c. And alſo the Patronage, Donation, Advowſon and free Diſpoſition of the Rectory of the Pariſh Church of &c. in the ſaid County

County of &c. Together with all Houſes, Edifices, Buildings, Orchards, Gardens, Lands, Meadows, Paſtures, Woods, Underwoods, Feedings, Waters, Eſtrays and Hereditaments whatſoever to the ſaid Mannors, Meſſuages, Lands, Tenements and Premiſſes, or any or either of them or any part or parcel of them belonging, or in any wiſe appertaining, or at any time heretofore accepted, reputed, taken uſed occupied or enjoyed, as part parcel or member thereof, and alſo all his parts purparts and portions, of and in the ſaid Mannors, Meſſuages, Lands, Tenements and Hereditaments, and other the Premiſſes, or any or either of them, and all the part and parts, purparts, portion, and all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Claim and Demand whatſoever of him the ſaid *T. P.* either in Law or Equity, of in, out of, or to the ſaid Mannors, Meſſuages, Lands, Tenements and Hereditaments whatſoever within the Kindom of *England*, and alſo the Reverſion and Reverſions, Remainder and Remainders, Rents, Services and Duties of all and ſingular the Premiſſes with the Appurtenances. **To have and to hold** the ſaid Mannors Meſſuages, Lands, Tenements, Patronage and Hereditaments, and all and ſingular other the premiſſes herein before mentioned, and intended to be hereby Granted, bargained and Sold, and every part and parcel thereof, with their and every of their Appurrenances unto the ſaid *J. B.* his Executors, Adminiſtrators and Aſſigns, from the day before the date hereof, and for and during and unto the full end and term of one whole year from thence next enſuing, and fully to be compleat and ended. **Yielding and paying** therefore the Rent of one Pepper Corn only if the ſame ſhall be demanded. To the intent that by Virtue of theſe Preſents, and of the Statute for transferring uſes into poſſeſſion, he the ſaid *J. B.* may be in actual poſſeſſion of the Premiſſes, and be thereby enabled to accept a Grant of the Reverſion and Inheritance thereof to him and his Heirs. *In Witneſs*, &c.

Hend

A

A Leaſe upon Condition.

THis Indenture, &c. Witneſſeth, That the ſaid *C. D.* for good Conſideration him thereunto moving hath Leaſed, Set, and to Farm let unto the ſaid *E. F.* all that &c. **To have and to hold** the ſaid &c. unto the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns from the Feaſt of &c. for and during the Term of &c. from thence next enſuing fully to be compleat and ended, Yielding and paying therefore yearly the Rent of one Pepper Corn, at the Feaſt of &c. if the ſame be demanded. **Provided always** if the ſaid C. *D.* his Executors, Adminiſtrators or Aſſigns or any of them do and ſhall at any time hereafter pay or tender or cauſe to be paid or tendred unto the ſaid *E. F.* his Executors, Adminiſtrators or Aſſigns, or to any other Perſon or Perſons to his or their uſe the Sum of &c. of lawful money of *England* to the Intent to make void this preſent **Indenture**, that then and at all times from thenceforth this preſent **Indenture** and the Leaſe hereby made ſhall Ceaſe, Determine and be void, any thing herein before contained to the contrary notwithſtanding. *In Witneſs*,

Coveyances of Land by way of Releaſe.

THis Indenture made &c. Between *T. P.* of &c. of the one part, and *J. B.* of &c. of the other part, Witneſſeth, That the ſaid T. *P.* as well for and in Conſideration of the Sum of &c. to him in hand paid by the ſaid *J. B.* as of the truſt and confidence in him repoſed, by the ſaid *T. P.* and for divers other good cauſes and conſiderations him the ſaid *T. P.* thereunto eſpecially moving Hath Granted, Bargained, Sold, Remiſed, Releaſed and Confirmed, and by theſe Preſents, doth Grant, Bargain, Sell Remiſe,

Remiſe, Releaſe and Confirm unto the ſaid *J. B* (in his actual poſſeſſion now being by Virtue of a Bargain and Sale to him made by **Indenture** dated the day before the date hereof, and by virtue of the Satute for transferring of uſes into poſſeſſion, and to his Heirs and Aſſigns for ever, All that the Mannor &c. with the Appurtenances in the County of &c. and all Freehold-Lands, Meſſuages, Houſes, Dove-houſes, Woods, Under-woods, Edifices, Buildings, Curtilages, Yards, Gardens, Orchards, Lands, Meadows, Paſtures, Commons, Common of Paſtures, Waſts, waſt-Grounds, Cloſes, incloſed grounds, Bruery and heath-grounds, to the ſaid Mannor belonging or in any wiſe appertaining. And alſo all that Meſſuage or Tenement, called or known by the name or ſign of the &c. Scituate and being in &c. late in the poſſeſſion of *J. T.* &c. And alſo all the Patronage, Donation, Advowſon and free diſpoſition of &c. together with all Houſes, Edifices, Buildings, Orchards,, Gardens, Lands, Meadows, Paſtures, Woods, Under-woods, Feedings, Waifs, Eſtrays and Hereditaments whatſoever to the ſaid Mannors, Meſſuages, Lands, Tenements and Premiſſes, or any or either of them, or any part or parcel of them belonging or in any wiſe appertaining, or at any time heretofore accepted, reputed, taken, uſed, occupied or enjoyed as, part, parcel or member thereof, and alſo all his parts purparts, portions of and in the ſaid Mannors, Meſſuage, Lands, Tenements and Hereditaments, and other the Premiſſes, or any or either of them. And alſo all the part and purparts, portion, and all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Claim and Demand whatſoever of him the ſaid *T. P.* either in Law or Equity of in out of or unto any Mannors, Meſſuages, Lands, Tenements and Hereditaments whatſoever within the Kingdom of *England*, and alſo the Reverſion and Reverſions, Remainder and Remainders, Rents, Services and Duties of all and Singular the Premiſſes with the Appurtenances, together with all manner of Deeds, Evidences and Eſcripts, Muniments and writings whatſoever concerning the Premiſſes, or any part thereof **To have and to hold**

the

the ſaid Mannors, Meſſuages, Lands, Tenements, Patronage and Hereditaments, and all and Singular other the Premiſſes with the Appurtenances, and the Rents, Reverſions and Services thereof unto the ſaid *J. B.* his Heirs and Aſſigns for ever. **Nevertheleſs upon the Truſts** and for the purpoſes herein after mentioned, that is to ſay, As for and concerning ſuch parts, purparts, or portion of the ſaid Premiſſes, or any part thereof as was deviſed or mentioned or intended to be deviſed by the laſt Will and Teſtament of *M. D.* late of &c. in the County of &c. Widow, Mother of the ſaid *T. P.* or wherein the ſaid *J. S.* was intruſted by and for her the ſaid *M. D.* in truſt, and to the intent and purpoſe that her Will may be performed, and that in order thereunto the ſaid Lands may be ſold, and the part or ſhare of the money thereby ariſing may be applied according to the ſaid Will, and that ſo much thereof as belongs to the ſaid *T. P.* ſhall be paid to him his Executors or Adminiſtrators. **And** for and concerning ſuch other parts or ſhares, purparts or portions of the Premiſſes as the ſaid *T. P.* at the firſt Execution of theſe preſents, was ſeized of in his own Right and not Intituled unto by virtue of the Will of his Mother, in Truſt, and to the intent and purpoſe, that the ſaid *J. B.* and his Heirs ſhall and will permit and ſuffer the ſaid *T. P.* and his Aſſigns to receive the Rents and Profits thereof during his natural Life, and after his Death, the ſaid *J. B.* and his Heirs ſhall ſtand and be ſeiſed thereof, and in ſuch manner and for ſuch purpoſes as the ſaid *T. P.* by his laſt Will and Teſtament, in writing, or by any writing ſigned and Sealed in the preſence of two or more **Witneſſes**, ſhall appoint and for want of ſuch appointment, that then the ſaid *J. B.* and his Heirs, ſhall ſtand and be ſeized thereof to the uſe of *R.* now the Wife of the ſaid *T. P.* for and during the Term of her natural Life, And after her Death, to the uſe of the Heirs of the Body of the ſaid *T. P.* on the body of the ſaid *R.* his Wife begotten or to begotten. And for want of ſuch Iſſue to the uſe of the Heirs of the Body of the ſaid *T. P.* And for want of ſuch Iſſue to the uſe

of the ſaid *R.* her Heirs and Aſſigns for ever. **Provided, Nevertheleſs** That it ſhall and may be lawful to and for the ſaid *T. P.* by his Laſt Will and Teſtament in writing or by any Deed under his Hand and Seal executed in the preſence of two or more Credible Witneſſes, to Alter, Change, Revoke or make void theſe Preſents, or all or any of the Uſe or Uſes, Truſt or Limitations aforeſaid, and thereby or otherwiſe, to Limit, Direct or Appoint any new uſe or uſes, truſt or truſts, Eſtate or Eſtates to ſuch Perſon or Peaſons, and in ſuch manner as the ſaid *T. P.* ſhall think fit, theſe Preſents or any thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs* &c.

A ſhort Leaſe of Ejectment

This Indenture made &c. Between *E. B.* of &c. of the one part, and *E. C.* of &c. of the other part, **Witneſſeth**, That the ſaid *E. B.* for divers good and valuable conſiderations, him hereunto moving, hath Leaſed, Set and to Farm Let, and by theſe Preſents, doth Leaſe, Set and to Farm Let, unto the ſaid *E. C.* his Executors, Adminiſtators and Aſſigns, **All that** &c. **To have and to hold** the ſaid &c. unto the ſaid *E. C.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt of &c. for and during, and unto the full end and term of &c. from thence next enſuing and fully to be compleat and ended, Yielding and paying therefore yearly during the ſaid Term unto the ſaid *E. B.* the Rent of one Pepper-Corn on the Feaſt of &c. if the ſame ſhall be lawfully Demanded, **Provided always**, That if the ſaid *E. B.* his Executors, Adminiſtrators or Aſſigns, or any of them do and ſhall at any time hereafter pay or tender, or cauſe to be paid or tendred unto the ſaid *E. C.* his Executors, Adminiſtrators or Aſſigns, or to any other Perſon or Perſons to his or their uſe, the ſum of &c. of lawful money of *England*, to the intent to make void this preſent Indenture

ture, That then and at all times from thenceforth afterwards, this preſent Indenture and the Leaſe hereby made of the Premiſſes with the Appurtenances, ſhall ceaſe, determine and be utterly void and of none Effect, to all intents, conſtructions and purpoſes whatſoever, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. **In Witneſs** whereof the ſaid Parties to theſe Preſents have interchangeably ſet their Hands and Seals the day and year above written,

A Demiſe of Ground in a Precinct where there is one General Landlord, and Covenant to build an Houſe with Workmanlike Directions, and ſeveral ſpecial Covenants relating to the Precincts, and for the common good of other the Inhabitants.

This Indenture made, &c, Between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, **Witneſſeth** that the ſaid *A. B.* for and in conſideration of the yearly Rent herein after reſerved, and of the performance of the Covenants on the part and behalf of the Leſſee herein after Covenanted to be performed, and for divers other good, &c. hath Demiſed, Leaſed, ſet and to Farm-let, and by theſe Preſents doth, &c. unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, All that Parcel of Ground containing in length, &c. (and ſo but it and bound it particularly) and whereupon there is now ſtanding certain old Buildings being uſed for Booths, together with free ingreſs, egreſs and regreſs in, and to and out of the ſame through all the Gates now uſed into, &c. (Except and always reſerved out of this preſent Demiſe of the ſaid Premiſſes unto Sir *H. R.* of, &c. his Heirs and Aſſigns during the continuance thereof, *Exception of Pipes of Lead.*

all and every ſuch Pipe or Pipes of Lead as now are or lie within the Ground or Soil of the ſaid Parcel of Ground by theſe Preſents mentioned or intended to be Demiſed, or which the ſaid Sir *R. H.* his Heirs or Aſſigns ſhall be pleaſed and think good, and lay in the ſame Parcel of Ground, together alſo with the Layer of the ſaid Pipes during the time aforeſaid, and alſo except and always reſerved unto the ſaid Sir *R. H.* his Heirs and Aſſigns free liberty of ingreſs, egreſs and regreſs, to and for the the ſaid Sir *R. H.* his, &c. and to and for his and their Servants, Labourers and Workmen with, &c. and other things neceſſary at all and every time and times and from time to time during the continuance of this preſent Demiſe ſo often as need or occaſion ſhall be or require to come into and upon the Premiſſes, or into and upon any part thereof, and to break the Soil and Ground thereof, or of any part thereof, for the amending and repairing of all ſuch Pipe and Pipes of Lead as ſhall during the continuance of this preſent Demiſe happen to be in decay or ſtand in need of repairing (the ſaid Ground to be made good again at the Coſts and Charges of the ſaid Sir *R. H.* his Heirs and Aſſigns) **To have and to hold**, &c. Yeilding and paying, &c. the firſt Payment thereof to be made at the Feaſt-day of, &c. And if it happen the ſaid yearly Rent of, &c. that then and from thenceforth it ſhall and may be lawful to and for the ſaid *A. B.* his &c. into the ſaid hereby demiſed Premiſſes, and every or any part thereof in the name of the whole wholly to re-enter and the ſaid *C. D.* his &c. to expell remove and put out the poſſeſſion thereof, and the ſame to have again, repoſſeſs and enjoy as in his or their former Eſtate, **This Indenture**, &c. notwithſtanding. And the ſaid *C. D.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth Covenant and grant to and with the ſaid *A B.* his, &c. by theſe Preſents that he the ſaid *C. D.* his, &c. ſhall and will

Liberty to break the Ground to amend the Pipes.

Habend.

will at his and their own proper Coſts and Charges (in all things) make, erect, ſet up, finiſh or cauſe to be made, erected, ſet up and finiſhed before the Feaſt of, &c. upon the ſaid Ground and Soil hereby mentioned or intended to be Demiſed, one good and ſubſtantial Building of Timber Brick or Stone to be Framed and made into a Meſſuage-houſe or Tenement of three Stories High, beſides the Garret, from the Groundſils thereof to the Razons, the Lower Story thereof to be Nine Foot High at the leaſt; the ſecond Story to be Eight Foot high at the leaſt; and the third Story to the Razons ſeven Foot high at the leaſt; the ſaid firſt and ſecond Stories to be jetted, [*Then ſet down the Scantlings and Dimenſions of the Somners, Joyſts, Spars, Razons, Groundſils and Timber thereof*, &c.] And ſhall and will make or cauſe to be made to every Room thereof two imbowed tranſome Windows of Carpenters Work, Brick or Stone of ſix Foot wide every Window at the leaſt; and ſhall and will Glaze all the ſaid Windows, and alſo ſhall and will Ciel all the ſaid Floors over Head with Lime and Hair without any Loam, and ſufficiently and in a Workman-like manner Lathe with Lime and Hair only all the Out-ſides of the ſaid Buildings; and ſhall and will make convenient Dormer Windows to all the Garrets of the ſaid intended Houſe or Tenement, and ſhall Tyle over the ſaid Building, and lay the Tyles with Lime and Sand, and dry-hang none, and ſhall and will make convenient Doors, Hooks, Hinges, Locks and Keys to all the Rooms of the ſaid Houſe or Building, and ſhall Lay and Floor all the Floors thereof with Inch-boards, and Nail them with Eight-penny Nails, and make convenient Chimneys with Brick, Lime and Sand to the ſaid Tenement, and ſhall and will make one Convenient Cellar throughout under all the ſaid Building, and Pave the ſaid Cellar with Brick, and a Vault of Brick for a Privy and the Vault ſo to be carried

Covenant that the Leſſee ſhall build an houſe upon the ground Demiſed.

The Dimenſions.

Scantlings.

up into the Garret of the ſaid Tenement, and ſhall and will Pave with good Stone half the Alleys or Streets on both ſides of the ſaid Building. [*Covenant to keep in repair and ſo to leave it at the end of the ſaid term.*] [*Covenant that it ſhall be lawful to enter to view the decays*, &c.]

Covenant that Leſſee ſhall keep no Inmates.

And the ſaid *C. D.* for himſelf, &c. doth Covenant, &c. That he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns ſhall not and will not at any time or times during the ſaid term have above one Houſhold or Family in the ſaid intended Houſe or Tenement, and neither ſhall nor will entertain or take in any Inmate or Inmates within or into the ſaid Houſe or Tenement to inhabit there as an Inmate, and that the ſaid *C. D.* his, &c. ſhall not Victual nor keep any Publick Victualing in the ſaid Houſe or Tenement at any time during the ſaid term without the ſpecial Licenſe of the ſaid *A. B.* his, &c. firſt had and obtained in Writing.

Nor keep a Publick Victualing-Houſe.

And further that he the ſaid *C. D.* his, &c. ſhall and will from time to time during the ſaid term bear and pay all ſuch Weekly, Monthly, Quarterly and Yearly Charges as he or they or the ſaid Tenants or Inhabitants there ſhall be ſet and rated at by the ſaid Sir *R. H.* his, &c. or his Officer or Officers towards Watch-candle, Light or Lamps, Scavengers, Gate-keepers, Ladders, Buckets, and Contribution for bringing of Water into the Cloth-Fair for their general good according to the rate of the other Inhabitants there.

And ſhall pay Taxes as the reſt of the Tenants there.

Proviſo, that if he do not finiſh the Building before ſuch a time the Leaſe to be void.

Provided always, and it is Covenanted, granted, concluded and agreed by and between the ſaid Parties to theſe Preſents, that if the ſaid

ſaid *C. D.* his, &c. or ſome of them ſhall not or do not before the ſaid Feaſt-day of, &c. at his own Coſts and Charges, make, erect, ſet up and finiſh the ſaid Houſe, Tenement or Building (in all things to the ſaid Building belonging) in ſuch ſort and manner as the ſaid *C. D.* hath before in theſe Preſents Covenanted to do, and according to ſuch his ſaid Covenant and the true intent and meaning thereof, that then and from thenceforth this preſent Demiſe and every Article, Clauſe and Agreement in theſe Preſents contained and comprized to be fruſtrate and of none effect, and the Eſtate and Term hereby granted and conveyed to the ſaid *C. D.* to ceaſe, determine, and be utterly void to all Conſtructions, intents and purpoſes whatſoever. [*Covenant by the Leſſor for quiet Enjoyment.*]

And laſtly, the ſaid *C. D.* for himſelf, his, &c. doth Covenant and grant to and with the ſaid *A. B.* his, &c. that he the ſaid *C. D.* his, &c. at his and their own proper Coſts and Charges (in all things) ſhall and will (before ſuch a Feaſt) raiſe and heighten the Ground where the ſaid new Building ſhall be made, and whereon it ſhall be erected in ſuch good and ſufficient manner as that the Water and Soyl which ſhall fall, come, or be made from or in the ſaid Building ſhall and may always run and be carried away without Nuſance into the common Sewer down along, &c. and ſo into *Long-Lane* to the end the ſaid Building may be kept ſweet and wholeſome for the Inhabitants that ſhall there dwell and inhabit.

A Covenant that he ſhall raiſe the Street ſo that the Soyl and Water be carried away without Nuſance.

And whereas there is a purpoſe and intention that one or more Pump or Pumps, Well or Wells, and other Proviſion for Water ſhall be made, had, built, erected or provided in ſome convenient place or places within the Precincts of the ſaid *Clothfair* to and for the general good of all the Inhabitants there. Now

Covenant, that the Leſſee ſhall pay his Rate towards making of Pumps or Wells to be uſed in Common.

he the ſaid *C. D.* doth in and by theſe Preſents for himſelf, his, &c. Covenant, grant and agree to and with the ſaid *A. B.* his, &c. that he the ſaid *C. D.* his, &c. ſome or one of them ſhall and will from time to time and at all times hereafter during the Term hereby granted, pay, ſatisfie, diſcharge and defray all ſuch Sum or Sums of Money as are or ſhall be reaſonably Taxed or Aſſeſſed upon them the ſaid *C. D.* his, &c. by the ſaid Sir *R. H.* his, &c. within three days next after notice given unto the ſaid *C. D.* his, &c. of the ſaid Aſſeſſment and Taxation as well for the uſe and purpoſe aforeſaid, as alſo for the amending and repairing the ſaid Pump or Pumps, Well or Wells, or other Proviſion for Water whatſoever. And in reſpect and conſideration thereof the ſaid *C. D.* his, &c. ſhall have for his neceſſary uſe the benefit of the ſaid Pump or Pumps, Well or Wells, or other Proviſion of Water whatſoever in common, together with ſuch other Inhabitants as now are or hereafter ſhall be dwelling within the Precincts of the ſaid *Clothfair*, and be Contributary to the charge thereof in manner and form as the ſaid *C. D.* is in and by theſe Preſents chargeable with and liable unto. *In Witneſs*, &c.

A Proviſo to leave the Land Demiſed at the end of ſix Years upon half a Years notice.

PRovided alſo always, and it is mutually declared and agreed on, by and between all the ſaid Parties to theſe Preſents, that if in caſe he the ſaid *J. R.* (the Leſſee) his Executors, Adminiſtrators and Aſſigns ſhall at the end and expiration of the firſt ſix years of the term hereby Demiſed, be minded and intended to ſurrender and deliver up the ſaid Premiſſes hereby Demiſed, and his and their Term, Intereſt and Title therein at the end of the firſt ſix years, and one half year of the term hereby Demiſed, and thereof ſhall give or leave notice in writing to the ſaid *R. B.* and *P. W.* (the Leſſors) or one of them at or in the now Dwelling

ing-houſe of, &c. at or before the ſaid end of the firſt ſix years of the ſaid term of, &c. ſuch his mind or intention, that then the Leaſe or term hereby Demiſed ſhall at the end of the ſaid firſt ſix years and an half year of the ſaid term ceaſe and determine as if the ſaid term of ſeventeen years had been fully ended and expired, any thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding.

Grant and Aſſignment of a Leaſe of Lands made by the King which were ſeiſed for a Debt due to his Majeſty on Bond, by way of Mortgage, with proper Covenants.

THis Indenture made, &c. Between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part **Witneſſeth, Whereas** our ſaid Sovereign Lady the Queen by Her Majeſty's Letters Patents bearing date, &c. with the advice of Her faithful and well beloved Councellors, &c. Lord High Treaſurer of *England*; and, &c. Chancellor of Her Majeſty's Court of Exchequer at *Weſtminſter*, and the Barons of the ſame Court hath amongſt other things Demiſed, granted, and to farm-let, unto the ſaid *A. B.* all thoſe two Meſſuages, &c. with the Appurtenances, ſituate, lying and being in, &c. in the County of, &c. at the yearly Rent of, &c. which were parcel of the Lands, Tenements and Poſſeſſions of *E. F.* of, &c. lately ſeiſed into Her Majeſty's hands by *F. E.* Eſq; then Sheriff of the ſame County the fourteenth day of, &c. for the Debt or Sum of, &c. which the ſaid *E. F.* yet ſtandeth indebted unto Her ſaid Majeſty in the aforeſaid Sum as by his Obligation bearing date, &c. may further appear. Except and always reſerved out of the ſaid Grant and Demiſe unto our ſaid Sovereign Lady

The Queens Grant recited.

the

Except Timber and Mines. the Queen, Her Heirs and Succeſſors, all Timber, Trees, Woods, Underwoods, Mines, and Quarries of the Premiſſes: **To have and to hold** All theſe the ſaid Meſſuages or Tenements, and all and ſingular other the Premiſſes with their and every of their Appurtenances in, &c. aforeſaid, (except before excepted) unto the ſaid *A. B.* his, &c. from the day of the date of the ſaid Letters Patents, for and during ſo long time as ſame ſhall remain and be in the hands of Her Majeſty, Her Heirs and Succeſſors,

The Continuance of the Leaſe. Yielding and paying yearly for the ſaid two Meſſuages, and other the Premiſſes with their and every of their Appurtenances unto the ſaid Queens Majeſty, Her Heirs and Succeſſors, the full and whole Sum of, &c. at the Feaſts of, &c. at the Receipt of Her Majeſty's Exchequer at *Weſtminſter*, or to the hands of the Sheriffs of the ſaid County for the time being, as by the ſaid Letters Patents bearing date at *Weſtminſter*, &c. may more fully appear.

The Aſſignment. **This Indenture** now further **Witneſſeth**, that the ſaid *A. B.* for and in conſideration as well of the Sum of, &c. as alſo for divers other ſundry valuable cauſes and conſideration him thereunto moving, Hath Bargained, Sold, Aſſigned and ſet over, and by theſe Preſents doth Bargain, Sell, Aſſign and ſet over unto the ſaid *C. D.* his Executors, &c. all and ſingular the ſaid Premiſſes, and all the Eſtate, Term, Right, Title, Intereſt, Claim and Demand whatſoever, which he the ſaid *A. B.* may, might, ſhould or of right ought to have of, in or to the ſaid two Meſſuages or Tenements, and other the Premiſſes with the Appurtenances of the ſaid *E. F.* in and by the ſaid Letters Patents demiſed and granted, or meant, mentioned or intended to be demiſed and granted to the ſaid *A. B.* as aforeſaid in as large and ample manner and form as the ſaid *A. B.* now hath and enjoyeth, or may or ought to have and enjoy by

force

force and vertue of Her Majeſty's ſaid Letters Patents to him granted. **To have and to hold** all the ſaid two Meſſuages or Tenements, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, and all the ſaid Eſtate, Right, Title, Term, Intereſt, Claim and Demand of the ſaid *A. B.* in and to the ſame unto the ſaid *C. D.* his, &c. to his and their only uſe and behoof, from the day of the date of theſe Preſents as amply and fully in all reſpects, and for ſo long time as the ſaid *A. B.* hath, might, ſhould or ought to enjoy the ſame by virtue of the ſaid Letters Patents, or otherwiſe howſoever, ſubject nevertheleſs to the Proviſo hereafter mentioned, And the ſaid *C. D* for himſelf, his, &c. doth Covenant and grant to and with the ſaid *A. B.* his, &c. that he the ſaid *C. D.* his, &c. and every of them ſhall and will at all time and times hereafter and from time to time as well diſcharge, ſave and keep the ſaid *A. B.* his, &c. againſt Her ſaid Majeſty Her Heirs and Succeſſors of and from all and all manner of Rent and Rents hereafter to grow due or payable for or in reſpect of the ſaid Premiſſes, as alſo from all and all manner of other Debts, Duties and Demands hereafter to grow thereby due and payable for and on the part and behalf of the ſaid *A. B.* his, &c. for, in and about the ſaid Demiſed Premiſſes, or any part or parcel thereof in theſe Preſents mentioned, bargained, ſold, granted or demiſed unto the ſaid *C. D.* his Executors or Aſſigns.

Habend.

A Covenant to ſave harmleſs from all Rents, and other Duties hereafter to grow due.

Provided always, and it is Covenanted by and between the ſaid Parties to theſe Preſents, that if the ſaid *A. B.* his, &c. or any of them do well and truly ſatisfie, content and pay, or cauſe, &c. unto the ſaid *C. D.* and his, &c. within *Grays-Inn* Hall, &c. the ſaid Sum of, &c. at or upon, &c. next enſuing the date hereof between the hours of, &c. in the After-

Proviſo, if the Money be paid at the day, this Bargain and Sale to be void.

Afternoon of the ſame day; That then upon full and true payment of all the ſaid Sum of, &c. the ſaid *A. B.* his, &c. ſhall have again to him and them redelivered the ſaid Indenture of Leaſe, with all the whole Eſtate, Right, Title and Intereſt of and in the Premiſſes in as full force without any Incumbrance made by the ſaid *C. D.* as the ſame now is the day of the date hereof, and that then and from thenceforth this preſent Grant, Aſſignment, Bargain and Sale ſhall be to all purpoſes clearly void and of none effect, any thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *A B.* for himſelf, &c. doth further Covenant, grant and agree to and with the ſaid *C. D.* his Executors, &c. by theſe Preſents that he the ſaid *A B.* his, &c. ſome or one of them ſhall and will produce and ſhew forth the ſaid Letters Patents to all Perſon or Perſons in any Court or Courts of Judicature, or other place whatſoever as the ſaid *C. D.* his, &c. or any of them ſhall reaſonably deſire or require of the ſaid *A. B.* his, &c. or any of them for the manifeſtation of the Title of the ſaid *C. D.* of in and to the ſaid Premiſſes, and for better defence of the ſaid Demiſe, Grant, and Sale of the ſaid Premiſſes, made by the ſaid *A. B.* to the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns.

A Covenant to produce the Letters Patents.

And laſtly, it is further Covenant, concluded and agreed by and between the ſaid Parties to theſe Preſents that if it ſhall happen the afore-demiſed Premiſſes, or any part or parcel thereof at any time hereafter within the ſpace of, &c. next enſuing the date hereof, and before the ſaid, &c. with all charges be fully contented and paid unto the ſaid *C. D.* his, &c. to be evicted from the poſſeſſion of the ſaid *C. D.* his Executors or Aſſigns. Or if it ſhall fortune that the ſaid Money

Covenant if the Premiſſes are evicted, or if the Queen ſhall be ſatisfied her Money, then Aſſignor ſhall pay the Aſſignee the Money.

Money due unto the Queens Majeſty ſhall be within the ſaid time ſatisfied and paid by reaſon whereof the Poſſeſſion of the ſaid *C. D.* his, &c. ſhall or may be avoided and defeated that then the ſaid *A. B.* ſhall ſatisfie, content and pay unto the ſaid *C. D.* his, &c. the ſaid Sum of, &c. Any Covenant, Article, Clauſe or Agreement to the contrary notwithſtanding. *In Witneſs*, &c.

A Leaſe of certain Rooms and Goods to a Victualer for three years, and after that from year to year until one half years warning of diſlike on either ſide. With Coſts ſpecial.

This Indenture made, &. Between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part: **Witneſſeth** that the ſaid *A. B.* for and in conſideration, &c. hath Demiſed, Leaſed, ſet, and to Farm-let, and by theſe Preſents doth Demiſe, Leaſe, ſet, and to Farm-let unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns All and ſingular the Rooms next hereafter mentioned, of, in and belonging to a certain Meſſuage or Tenement called or known by the Name or Sign of the, &c. ſituate, ſtanding and being in, &c. [*Here name the Rooms in particular*] *Ingreſs, Egreſs, and Regreſs.* together with free liberty of Ingreſs, Egreſs and Regreſs, way and quiet paſſage for the ſaid *C. D.* his Executors, Adminiſtrators, Servants and Aſſigns to come and go unto and from the ſaid Demiſed or intended to be hereby Demiſed Premiſſes through the Yard belonging to the ſaid Meſſuage, Tenement or Inn aforeſaid. **To have and to hold**, &c. for and during the *Habendum for three Years.* term of three years from henceforth next enſuing and fully to be compleat and ended, And alſo to have and to hold the ſaid hereby Demiſed Premiſſes

And then from Year to Year till half Years warning.

Premiſſes from and after the end and expiration of the ſaid term of three years from year to year until ſuch time as one half years warning of diſlike ſhall be given by either of the ſaid Parties to theſe Parties to the other of them, his Executors or Adminiſtrators, Yeilding and paying during the Continuance of this preſent Leaſe and Demiſe unto the ſaid *A. B.* his, &c. the yearly Rent or Sum of, &c. whereof the ſaid *C. D.* hath paid unto the ſaid *A. B.* one Quarters Rent before-hand, at four Feaſts, or uſual days of payment in the year (that is to ſay, &c.) by even and equal portions, (that is to ſay) one Quarters Rent always before-hand during the Continuance of this preſent Leaſe and Demiſe.

A Quarters Rent always before hand.

[*Covenant to Repair.*]

Covenant for view of Decays, &c.]

And the ſaid *C. D.* for himſelf, his, &c. doth Covenant, grant and agree to with the ſaid *A. B.* his, &c. in manner and form following, (that is to ſay) that he the ſaid *C. D.* his, &c. ſhall permit and ſuffer the ſaid *A. B.* and one *O. O.* of, &c. or either of them, their or either of their Executors, Adminiſtrators, Servant or Aſſigns to Bake any Bread or other things that are uſually Baked in the Oven in and belonging to the ſaid Demiſed Premiſſes as often and when as need or occaſion ſhall require during the ſaid term or terms, without any let, diſturbance, or contradiction of the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns. And alſo that he the ſaid *C. D.* his, &c. ſhall at the end of the ſaid term, or other ſooner determination of this preſent Leaſe which ſhall &c. firſt happen, deliver or cauſe to be delivered unto the ſaid *A. B.* his, &c. as well

Covenant that the Leſſor ſhall Bake in his Oven.

That he ſhall deliver up all ſuch Houſhold-Goods as were Demiſed to him.

well all ſuch Bedding, Houſhold-ſtuff and other things which the ſaid *A. B.* hath delivered unto the ſaid *C. D.* at the Sealing and delivery of theſe Preſents, and which are in a Schedule hereunto annexed contained, as all ſuch Goods, Houſhold-ſtuff and Utenſils of Houſhold which he the ſaid *A. B.* ſhall at any time or times hereafter during the Continuance of this preſent Leaſe deliver or cauſe to be delivered unto the ſaid *C. D.* his Executors, Servants or Aſſigns in as good plight, ſtate and condition as now they or any of them are (reaſonable uſe and wearing in the mean time excepted.) And [*The ſaid* A. B. *Covenants for quiet Enjoyment.*] further that he the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns ſhall and will at all times hereafter, and from time to time during the Continuance of this preſent Leaſe peaceably and quietly permit and ſuffer the ſaid *C. D.* his, &c. to have and enjoy the uſe and benefit of the two Parlors before the Stairs, and one Chamber over the Buttery above demiſed from time to time in the day-time for his Gueſts to Eat and Drink in (that is to ſay) from the time that his Gueſts ſhall riſe in the Morning until they go to Bed at Night. He the ſaid *C. D.* his, &c. keeping the ſaid Rooms ſweet and handſome, and paying and allowing unto the ſaid *A. B.* his, &c. all ſuch Sum and Sums of Money as ſhall from time to time grow due to be paid for Gueſts Lodging in the ſaid two Parlors and Chamber above ſpecified at all times upon requeſt to him the ſaid *C. D.* his, &c. by the ſaid *A. B.* his, &c. to be therefore made and for that purpoſe. [*Proviſo of Entry for Non-payment of Rent.*]

The Leſſor Covenants to permit the Leſſee to enjoy two Parlors in the day-time for his Gueſts, the Leſſor being paid for Lodging.

A

A Covenant to pay 5 l. per Annum, *beſides Rent for every Acre that ſhall be Plowed.*

AND alſo that the ſaid *R. W.* his Executors, Adminiſtrators and Aſſigns, or any of them at any time within the ſpace of three years next before the end of the ſaid term of ten years ſhall not and will not Plow, Till, Dig, Plant, Set or Sow, or cauſe, permit and ſuffer to be Plowed, Tilled, Digged, Planted, Set or Sowed the ſaid, &c. or any part thereof with or for Parſnips, Turneps, Carrets, Cabbidges, or with any manner of Garden-ſtuff, Hemp, Flax, Corn or Grain whatſoever. And that if he the ſaid *R. W.* his Executors, Adminiſtrators or Aſſigns, ſhall or do Plow, Till, Dig, Plant, Set or Sow, or cauſe, permit or ſuffer to be Plowed, Tilled, Digged, Planted, Set or Sowed at any time within the ſaid ſpace of three years, the ſaid laſt mentioned, &c. or any part thereof with any Carrets, Turnips, Parſnips, Cabbidges or any other manner of Garden-ſtuff, Plants, Hemp, Flax, Corn or Grain whatſoever, that then and ſo often as he or they ſo Planting, Setting, Plowing, Tilling, Digging or Sowing the ſame or any part thereof contrary to the effect of theſe Preſents ſhall and will yearly and every three year during the ſaid laſt three years of the ſaid term of ten years during the time of ſuch Planting, Setting, Plowing, Tilling, Digging or Sowing thereof, pay or cauſe to be paid unto the ſaid *W. P.* his Heirs or Aſſigns, the Sum of five Pounds of, &c. for every Acre thereof which ſhall be ſo Planted, &c. or Sowed as aforeſaid; and according to the ſaid rate or proportion of 5 *l.* for every Acre, or for every other or leſſer Quantity which ſhall be ſo Planted, &c. or Sowed as aforeſaid the ſaid Sum or Sums of 5 *l.* and all and every ſuch other Sum and Sums as ſhall happen by any ſuch Plowing, &c. as aforeſaid to be paid yearly as aforeſaid, at the Feaſt of, &c. and the Feaſt of, &c. by even and equal portions.

Two

Two Joynt Purchaſers of Leaſes, they article to have the Rents according to their Proportions of Money diſburſed, and Covenant not to aſſign or alien without the conſent of the other, and the Original Leaſes to remain in the hands of one, with Covenant to produce on occaſion.

Articles of Agreement Indented, had, made, concluded and agreed upon the, &c. day of, &c. Between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part: **Whereas** *O. O.* of, &c. by his Indenture of Leaſe bearing date the, &c. for the conſideration therein expreſſed, did demiſe, grant and to Farm, Lett unto *T. N.* then of, &c. all that Meſſuage, &c. then lately erected and built by the ſaid *O. O.* containing, &c. *Recital.* all which Premiſſes are ſituate, lying and being in, &c. **To have and to hold** to the ſaid *T. N.* his Executors, Adminiſtrators and Aſſigns from the Feaſt-day of the *Annunciation* of our Bleſſed Lady St. *Mary* the Virgin then next enſuing the date of the ſaid Indenture of Leaſe unto the full end and term of twenty one years from thence next enſuing and fully to be compleat and ended at and for the yearly Rent of 26 *l.* of lawful Money of *England* payable, &c. as in and by the ſaid recited Indenture of Leaſe amongſt divers Covenants, Clauſes, Grants, Conditions and Agreement therein contained more at large it doth and may appear. **And whereas** the ſaid *T. N.* by his Indenture of Leaſe bearing date the, &c. for the conſideration therein expreſſed did Demiſe, grant and to Farm-lett unto *P. P.* of, &c. the ſeveral Rooms, Chambers, Eaſments and Commodities in the ſaid Indenture particularly mentioned and ſet down being part or parcel of the Meſſuage or Tenement wherein the ſaid *T. N.* did then or of late heretofore inhabit and dwell, together will all ways

Lights, &c. to the ſaid ſeveral Rooms and Premiſſes belonging and appertaining as the ſame were then ſevered, divided, parted and allotted out for the uſe and occupation of the ſaid *P. P.* **To have and to hold** the ſaid Rooms and Premiſſes unto the ſaid *P. P.* his Executors, Adminiſtrators and Aſſigns, from the day of the date of the ſaid laſt mentioned Indenture of Leaſe unto the full end and term of fourteen years from thence, &c. at and for the yearly Rent of 24 *l.* payable, &c. as in and by, &c. **And whereas** the Eſtate, Right, Title, Intereſt and term of years to come of him the ſaid *T. N.* of, in and to all the above mentioned Premiſſes and every part thereof is lawfully come and veſted in the above named *A. B.* and *C. D.* by force and vertue of one Indenture of Aſſignment bearing date the twenty ſixth day of *May* laſt paſt before the date of theſe Preſents made and granted by the ſaid *T. N.* to the ſaid *A. B.* and *C. D* as in and by the ſaid Indenture of Aſſignment amongſt other things therein alſo contained more at large likewiſe appeareth. And whereas alſo the ſaid *A. B.* and *C. D.* by their Indenture of Leaſe bearing date the Twentieth day of *June* laſt paſt before the date of theſe Preſents (for the conſideration therein expreſſed) did demiſe, grant and to Farm-let unto *E. D.* of, &c. all that Meſſuage or Tenement being part of the Premiſſes firſt above recited, containing the ſeveral Rooms particularly in the ſaid laſt mentioned Indenture expreſſed, with the Yard, &c. to the ſaid Premiſſes belonging or in any wiſe appertaining (except out of the ſaid laſt Demiſe, as in the ſaid Indenture), **To hold** the ſaid Premiſſes unto the ſaid *E. D.* his Executors, Adminiſtrators and Aſſigns from the Feaſt of the Nativity of St. *John the Baptiſt* next enſuing the date of the ſaid laſt mentioned Indenture of Leaſe unto the full end and term of twelve years, and half a year, two Months and fourteen Days from thence next enſuing, and fully to be compleat and ended, at and for the yearly Rent of 30 *l.* as in and by the ſaid laſt recited Indenture of Leaſe amongſt divers other Covenants, Clauſes, &c. And whereas further the ſaid *A. B.* and *C. D.* by one other Indenture

denture of Leaſe bearing date, &c. for the conſiderations therein expreſſed did demiſe, grant and to Farm-let unto *W. H.* &c. all that Meſſuage or Tenement with the Yard behind the ſame, being parcel of the ſaid Premiſſes firſt above recited for the term of twelve years, and one half year two Months, and fourteen days warning from the Feaſt day of the Nativity of St. *John the Baptiſt* laſt paſt before the date of the ſame Indenture of Leaſe for and under the yearly Rent of 10 *l.* and 10 *d.* payable likewiſe as in and by the ſaid laſt mentioned Indenture of Leaſe, &c.

Now it is Covenanted, concluded and agreed by and between the ſaid Parties to theſe Preſents, and it is declared hereby to be the true intent and meaning of either of the ſaid Parties that for as much as they the ſaid *A. B.* and *C. D.* and either of them have and hath diſburſed and paid their ſeveral equal ſhares and proportions of Money for the Purchaſe of the ſaid above recited Premiſſes that the ſaid ſeveral Rents of 30 *l.* 24 *l.* and 10 *l.* 10 *d.* upon and by the ſaid ſeveral mean Indentures of Leaſe above recited reſerved (the ſaid yearly Rent of 26 *l.* reſerved upon the firſt recited Original Indenture of Leaſe payable to the above named *O. O.* his Executors, Adminiſtrators or Aſſigns, for all the before recited Premiſſes being firſt paid and diſcharged) ſhall be equally divided and ſhared between the ſaid Parties *A. B.* and *C. D* their Executors, Adminiſtrators and Aſſigns, ſhare and ſhare like; and if it ſhall happen either of the ſaid Parties to die before the end and expiration of the term and terms of years in the ſaid ſeveral Indentures of Leaſe before recited or in any or either of them now to come and unexpired that then and from thenceforth it ſhall and may be lawful to and for the Executors, Adminiſtrarors and Aſſigns of the party deceaſing to have, occupy, receive, take and enjoy the full and intire moiety or half part of all the Rents, Iſſues and Pro-

Covenant to have proportionable ſhares of the Rents.

In caſe of Death no Survivorſhip.

fits of all and ſingular the before recited Premiſſes with the Appurtenances in as large and ample manner and form to all intents and purpoſes as the Party ſo dying ſhould or ought to have done if he had lived and were then living, any Grant, Reſtraint, Proviſion or Statute to the contrary notwithſtanding; and that neither of the ſaid Parties nor the Executors, Adminiſtrators or Aſſigns of their or either of them ſhall or will at any time or times hereafter take, demand or receive any of the Rents above reſerved, or make or give any Diſcharge or Acquittance of or for the ſame or any part or parcel thereof without the knowledg, aſſent or conſent of the other party, his Executors, Adminiſtrators or Aſſigns firſt had and obtained in writing under his or their hand or hands.

And it is further Covenanted, concluded and agreed unto by and between the ſaid Parties to theſe Preſents, that neither of the ſaid Parties, nor the Executors, Adminiſtrators or Aſſigns of them or either of them ſhall or will at any time or times hereafter grant, bargain, ſell, aſſign, ſurrender or ſet over his or their Eſtate or Eſtates, Right, Title, Intereſt, term and terms of years to come, of in, or to all or any part of the before recited Premiſſes with the Appurtenances to any Perſon or Perſons whatſoever without the knowledge and conſent or refuſal of the other party firſt had (he paying as much as any other perſons ſhall give and pay *bona fide* for the ſame) or ſhall or will take or endeavour to take any new Leaſe for years or Lives, or otherwiſe or any other Grant whatſoever of the before recited Premiſſes, or any part or parcel thereof in reverſion after the expiration of the terms for years they now have and enjoy in the ſaid recited Premiſſes by force and virtue of the ſaid firſt recited Indenture of Leaſe made from the ſaid O. O. to the ſaid *S. N.* as aforeſaid either from the ſaid O.O. his Executors, Adminiſtrators or Aſſigns or from the Right Honourable the Earl of *P.* his Heirs or Aſſigns, or any other immediate Tenant or Farmer claim

One not to alien or aſſign without the conſent of the other.

ing by, from or under them or any of them without the knowledge, aſſent, conſent or refuſal likewiſe of the other party his Executors, Adminiſtrators or Aſſigns in writing under his or their hand or hands, or before ſufficient Witneſs firſt had and obtained.

And laſtly, It is Covenanted, concluded and fully agreed upon by and between the ſaid Parties to theſe Preſents, that all and every the ſeveral Deeds and Writings before recited ſhall be reputed, deemed and taken to be and enure to the joynt uſe and uſes, benefits and commodities of both the ſaid Parties, their Executors, Adminiſtrators and Aſſigns, and to no other uſe, intent or purpoſe whatſoever, and that the Party, his Executors, Adminiſtrators or Aſſigns ſo keeping the ſame Writings ſhall and will upon the reaſonable requeſt or requeſts of the other party his Executors, Adminiſtrators or Aſſigns at all times hereafter produce and bring forth and be ready to ſhew all and every or ſo many of the ſame Writings that ſhall be required at his or their hands either for the procuring and getting a further time or title of and in all or any the before recited Premiſſes, or for the maintenance of the Title of the Premiſſes (if it ſhall be queſtioned) or for the Sealing and conveying away of his or their Eſtate or Intereſt of and in the moiety of all or any part of the recited Premiſſes, without fraud or delay. *In Witneſs*, &c.

Covenant to produce the Original Leaſe.

Letters of Licenſe.

A Letter of Licenſe.

TO all Chriſtian People to whom theſe Preſents ſhall come, We whoſe Names and Seal are hereto Subſcribed and Set, being Creditors of *J. H.* of, &c. ſend Greeting, **Whereas** the ſaid *J. H.* of, &c. aforeſaid ſtands bound and is ſeverally Indebted unto us his ſaid Creditors in divers and ſundry Sums of Money as by ſeveral Obligations and Writings under his Hand and Seal unto us ſeverally made or otherwiſe it doth and may appear. **Now know ye**, That We the ſaid Creditors for divers good Cauſes and Conſiderations, us eſpecially moving, Have given and granted, and by theſe Preſents do give and grant our full Licenſe and liberty unto the ſaid *J.H.* freely, quietly and peaceably to go about, attend and negotiate all his Affairs, buſineſſes and cauſes whatſoever he hath or may have in any wiſe as well within the City of *London*, as elſewhere at all times from henceforth for and during the ſpace of three years, to begin at, &c. next enſuing the date hereof, without any Let, Diſturbance, Moleſtation, Stay, Arreſt, Attachment, or Suit of his Perſon or of his Goods, Chattels, Moneys or Merchandizes whatſoever, by us or any of us his ſaid Creditors, or by the Executors or Adminiſtrators of us or any of us; And if we the ſaid Creditors, or the Executors or Adminiſtrators of us or either of us, on this ſide or within the ſpace of three years, ſhall do, move, procure, practiſe or attempt, or cauſe to be in any wiſe, means or manner of Act or Acts, thing or things to be done, moved, procured, practiſed or attempted againſt the

the ſaid *J. H.* his Goods, Chattels, Moneys, Merchandizes or any other his ſaid Creditors, do not only agree to grant this our preſent Licenſe and Liberty to the ſaid *J. H* for the payment of his Debts. But alſo every one of us, for his part do by theſe Preſents freely and clearly releaſe, acquit, remit and forgive unto the ſaid *J. H.* all and every ſuch Sum and Sums of Money as the ſaid *J. H.* at this preſent time doth owe and ſtand indebted unto us for. *In Witneſs*, &c.

A Letter of Licenſe, that the Debtor ſhall not be moleſted until default be in payment of the Compoſition Money.

TO all to whom this ſafe Conduct ſhall come, We the Creditors of *A.B.* of, &c. whoſe Hands and Seals are here under put, ſend Greeting. **Whereas** the ſaid *A. B.* is ſeverally Indebted unto us in ſeveral Sums of Money under our ſaid Names reſpectively mentioned, which we conceive and believe that by reaſon of his many Loſſes he is not able to pay unto us, nor hereafter can, without an Abatement of ſome part thereof, and reſpite of time to him made and given, and we further believing that his honeſt and true intent is to ſatisfie unto us the Reſidue of our ſaid Debts according to ſuch Abatement made and time given, Do every one of us ſeverally and reſpectively for himſelf and for his ſeveral Executors (and not Joyntly nor one for another) Covenant, Grant, Conclude, Condition and Agree to and with the ſaid *A. B* by theſe Preſents to abate, remit and forgive him the ſaid *A.* his Executors and Adminiſtrators, the Moiety or one half part of the ſaid Debts and Money, he now oweth unto us ſeverally and reſpectively, and to accept and take the other Moiety or half part thereof in full Satisfaction and Diſcharge of the whole, at the days and in manner following, (that is to ſay) the one half of the ſaid Moiety (not hereby remitted) at or before the, &c. and the other half or Moiety on, &c. **And** we

the ſaid Creditors ſeverally and reſpectively do hereby give and grant to him the ſaid *A. B.* his Executors and Adminiſtrators, free liberty and licenſe with his and their Goods, Wares, Chattel and Chattels, to Dwell, Abide, Paſs, Repaſs, Travel and Trade unto and from any Town or Towns, Place and Places, while and until default ſhall be made in the ſaid payments, or either of them without any Action, Suit, Arreſt, Seizure, Attachment, Stop or Moleſtation whatſoever of any of us reſpectivly or his reſpective Executors, Adminiſtrators or Aſſigns. **And that** in caſe any one of us, our Executors, Adminiſtrators or Aſſigns, contrary to this our Agreement and Licence, ſhall Sue, Arreſt, Attach, Seize, Stop, Moleſt or Hinder him the ſaid *A. B.* his Executors or adminiſtrators, or his or their Goods, Wares, Chattels or Chattel, or any of them, for all or any part of the ſaid Debts now to us owing, while and untill Default be made in payment thereof as aforeſaid: That then every ſuch one of us, as ſhall ſo do, and his Executors and Adminiſtrators, ſhall for ever Forfeit and Loſe all his ſaid Debt, and the ſaid *A. B.* his Executors and Adminiſtrators, ſhall be freely and wholly acquited, releaſed and diſcharged thereof for ever by theſe Preſents. *In Witneſs*, &c.

Letters

Letters of Attorney.

A Letter of Attorney, from a Seaman, to receive Goods and Wages, in caſe he come not back.

TO All, &c, I *J. B.* of, &c. ſend Greeting. Whereas I the ſaid *J. B.* do Intend and am purpoſed and minded, God willing, to take a Voyage to Sea in the Ship called the, &c. whereof *J. K.* is Commander, and am not yet certain whether I ſhall come back again with the ſaid Ship, or not, or whether (conſidering the dangers of the Seas, and uncertainty of Human Life) I ſhall ever return again to *England* or not, Now know ye, That I the ſaid *J. B.* have Aſſigned, Ordained, made, Deputed, and in my Stead and Place put and Conſtituted, and by theſe Preſents do Aſſign, &c. *C. D.* of, &c. my well-beloved Friend, to be my True and Lawful Attorney, for me and in my name, but to his own uſe in caſe I ſhall not return again in the ſaid Ship, or in caſe by Reaſon of death or otherwiſe I ſhall not Return, To ask, demand, ſue for, levy, recover and receive all ſuch Sum and Sums of money as are or ſhall be due and owing to me for wages in the ſaid Ship, or in any other Ship or Veſſel whatſoever; and alſo all ſuch Goods, Wares, Commodities, Merchandizes, Apparel and other things whatſoever due or belonging to me, or as I ſhall ſend over in the ſaid Ship, or in any other Ship or Veſſel whatſoever. Giving, &c. by, &c. as in an ordinary Letter of Attorney to the end.

A Letter of Attorney from a Perſon beyond Seas to two Perſons in England.

To all People to whom theſe Preſents ſhall come We *P. B.* Late of, &c. the Son of, &c. and *E.* my Wife, *E. F.* of, &c. aforeſaid, &c. and *S.* my Wife, one of the Daughters of the ſaid *P. B.* ſend Greeting. **Know ye,** That we the ſaid *P. B.* the Son of, &c. and *E.* my Wife; *E. F.* and S. my Wife, for divers good Cauſes and Conſiderations us hereunto moving, **Have** made, ordained and in our and every of our ſtead and place, put and Conſtituted *R. B.* of, &c. and *R. A.* of *L.* &c. our and every of our True and Lawful Attorney and Attorneys jointly or either of them, or either of them ſeverally, for us and every of us reſpectively, and in our or any of our name or names, and to our reſpective uſe and uſes, to aſk demand, recover and receive by all lawful wayes and means whatſoever of and from *J. R.* of, &c. *E. R.* of, &c. and *F. G.* of, &c. Gent. Executors of the Laſt Will and Teſtament of, &c. Deceaſed, or any of them, their or any of theit Executors or Adminiſtrators; All ſuch Legacies Bequeſts, Sum and Sums of money, as are or were given and bequeathed unto us, or every or any of us, in and by the laſt will and Teſtament of Sir *L. B.* of, &c. aforeſaid. **Giving** and by theſe Preſents granting unto the ſaid Attorney and Attornies jointly, or either of them ſeverally, all our and every of our full power and Lawful Authority concerning the Premiſſes; and if need be, to commence and proſecute in our or any of our name or names any lawful Action or Actions, Suit or Suits in law for the Recovery of the Premiſſes, and upon Recovery or receipt thereof to make and give ſuch Acquittances and Diſcharges for the ſame as ſhall be Requiſite: And one Attorney or more under them Jointly or either of them ſeverally to make, Subſtitute and Revoke, and generally to Do, Execute, Proſecute and Perform and Determine, all other

other acts or things within or about the Premiſſes as ſhall be neceſſary or convenient, as fully and effectually as we our ſelves or any of us, might or could do perſonally. Holding and allowing for firm and Effectual, all and whatſoever our ſaid Attorney and Attorneys Jointly, or either of them ſeverally, their or either of their Subſtitutes or Aſſigns, ſhall lawfully do or cauſe to be done in or about the Premiſſes by virtue hereof. In Witneſs, &c.

A Letter of Attorney to take Livery and Seſin.

KNow all men, &c. That I *R. S.* of, &c. for divers good Cauſes &c. have made, ordained, &c. *J. B.* and *J. S.* of, &c. my true and lawful Attorney and Attornies Jointly and either of them ſeverally, to receive and take for me and in my name, of and from *J. K.* of, &c. or of and from his lawful Attorney or Attornies, Seiſin and Poſſeſſion of all that, &c. According to the Form and Effect of an Indenture of Bargain and Sale bearing date the day of the date hereof, made by and from the ſaid *J. K.* unto the ſaid *R. S.* And the ſame Poſſeſſion ſo had and taken to detain and keep, to the only uſe and behoof of me the ſaid *R. S.* mine Heirs and Aſſigns: Giving and by theſe Preſents granting unto my ſaid Attorney and Attorneys Jointly or either of them ſeverally, my full power and Authority to do and perform all and whatſoever ſhall be needful or requiſite in or about the Premiſſes; and whatſoever my ſaid Attorney or Attorneys Jointly or either of them ſeverally, ſhall do or Execute therein, I do allow, Ratifie and Confirm by theſe Preſents, to all Intents and purpoſes whatſoever. In Witneſs, &c.

A General Letter of Attorney.

KNow all men by theſe Preſents, That I *T. B.* of, &c. for divers good Cauſes and Conſiderations me hereunto moving, have made, ordained, and in my place and ſtead put and conſtituted, and by theſe Preſents do, &c. *J. B.* &c. my true and lawful Attorney and Aſſign for me and in my name and to my uſe to ask, demand, levy recover and receive by all lawful ways and means whatſoever of and from all and every Perſon and Perſons whatſoever whom it doth or ſhall concern, all ſuch Sum and Sums of money as are to me in any wiſe due, owe-ing or belonging: Giving and by theſe Preſents granting unto my ſaid Attorney, all my full power and lawful authority concerning the Premiſſes, if need ſhall be, to commence and proſecute in my name any Action or Actions, Suit or Suits in Law, for the Recovering of the Premiſſes: And to Compound, Compromit, Conclude, Agree, Recover and Receive, and upon Recovery and Receipt of the Premiſſes or any part thereof, or upon Compoſition or other end thereof to be made; Acquittances or other diſcharges for the ſame, in my name to make and give. And one Attorney or more under him to make, ſubſtitute and revoke, and generally to do, execute, proſecute and perform all and every ſuch further and other lawful Act and Acts, thing and things whatſoever, within or about the Premiſſes ſhall be needful, neceſſary or convenient to be done, as fully and effectually as I my ſelf might or could do perſonally; holding and allowing for Firm and Effectual, all and whatſoever my ſaid Attorney his Subſtitutes or Aſſigns ſhall lawfully do or cauſe to be done in or about the Premiſſes by virtue hereof, *In Witneſs*, &c. Dated, &c.

Livery and Seiſin to be Endorſed on Deed.

MEmorandum, That peaceable and quiet Poſſeſſion and Seiſin of the Lands and Hereditaments within montioned to be granted was had and taken by the within named *D. E.* the Attorney within mentioned, and by him was delivered to the within named *F. G.* the Bargainee in his own proper Perſon, to hold to him the ſaid *F. G.* and his Heirs, to the uſe of him the ſaid *F. G.* and of his Heirs, and Aſſigns for ever, according to the Tenure, Form and Effect of the within written Deed in Preſence of us *A. B.* &c.

A Special Letter of Attorney

TO all Chriſtian People to whom theſe Preſents ſhall come, *J. H.* of, &c. Gent. ſendeth greeting. Whereas the ſaid *J. H.* is Intituled and Intereſſed in equity of, in and unto the Sum of, &c of lawful, &c. due and of right belonging to him by virtue of an Indenture of Mortgage bearing date, &c. and made, or mentioned to be made between *J. W.* &c. of the one part, and the ſaid *J. H.* and *M. H.* (mother of the ſaid *J. H.*) *G. H.* &c. and *R. T.* &c. of the other part; And by virtue of another Indenture bearing date, &c. and made or mentioned to be made between the ſaid *J. H* and *M. H.* of the one part, and the ſaid *G. H.* and *R. T.* of the other part, as by the ſaid Indentures may appear: And Whereas the ſaid *J. H.* is alſo Intereſſed and hath owing unto him the Sum of, &c. due to him from *F. C.* &c. by obligation bearing date, &c. as by the ſaid obligation and condition may appear. And Whereas, the ſaid *J. H.* is alſo Intereſſed of and in, &c. of lawful money &c. due by Obligation bearing date. &c. from the ſaid *M. H.* mother

mother of the ſaid *J. H.* which ſaid Obligation is taken in the name of *B. W.* &c. in Truſt for the ſaid *J. H.* as by the ſaid Obligation and Condition and Declaration of Truſt may appear. **Now know ye**, That the ſaid *J. H.* hath made, ordained, conſtituted and appointed; and by theſe Preſents doth make, ordain, conſtitute and appoint, *P. D.* of, &c. his true and lawful Attorney for him and in his name ſtead and place to demand and receive the ſaid money and every part of it at ſuch time and times as the ſame ſhall be due, or at any time after at his diſcretion; and alſo all other Sum and Sums of money whatſoever in any wiſe due or owing to the ſaid *J. H.* from any Perſon or Perſons whatſoever, and to commence and proſecute with Effect any action or actions in any Court or Courts of Record whatſoever for the Recovery of the ſaid Sum and Sums of money, of every of them at his diſcretion, and to make and give good and ſufficient diſcharge and diſcharges as to him ſhall ſeem meet to all and every Perſon concerned in the payment of the ſame, and upon receipt of all or any of the ſaid Sums, to diſpoſe, put forth or imploy the ſame as to him ſhall ſeem meet according to his diſcretion, for the benefit of the ſaid *J. H.* and to pay and ſatisfie ſuch juſt Debts of the ſaid *J. H.* as ſhall appear to the ſaid *P. D.* to be due and payable from the ſaid *J. H.* to any Perſon or Perſons whatſoever; and ſuch money as he ſhall appoint to be paid to any Perſon or Perſons whatſoever, **And the ſaid** *J. H.* doth hereby Ratifie, Confirm, Juſtifie and allow whatſoever the ſaid *P. D.* his Attorney ſhall act and do in all and every the Matters. and doth and will own and Confirm the ſame. **In Witneſs** &c.

A Letter of Attorney to give authority to receive Rents.

BE it known unto all men by these Presents, That I *R. S.* of, &c. have Authorized, Deputed and Appointed, and in my stead and place put, and by these Presents do Authorize depute and appoint, and in my stead and place put *T. F.* of, &c. my true and lawful Attorney, to ask, demand, levy, and receive of *F. S.* of, &c. all such Rents or sums of money, and Arrears of Rent as are now, or from henceforth shall become due to me the said *R. S.* from the said *F. S.* for all my Lands, Tenements and Hereditaments in *D.* and *K.* &c. And further, I the said *R. S.* do by these Presents authorize and appoint the said *T. F.* for me and in my name and stead to make any Demise or Demises, Lease or Leases, of all my said Lands, Tenements and Hereditaments in *D.* &c. to such Person and Persons, for such Term of Years, and under such yearly Rents and Covenants, as to him shall seem meet and Convenient, and after the said Demise or Demises, Lease or Leases thereof made, then to Demand, Levy, Recover and Receive the Rents and money on the same Reserved of the then Tenant or Tenants of the said Premisses, their Executors or Assigns, at such times as shall be therein mentioned for payment thereof. And to give Accquittances or Discharges for the same and all other the Rents and Money aforesaid, as to him shall seem meet and convenient; Ratifying, and by these Presents confirming whatsoever the said *T. F.* shall lawfully do and execute touching and concerning the Premisses, as fully as if the same were done by me in my own Person. In Witness, &c.

A

A Letter of Attorney from a Husband to a Wife, the Husband going beyond Seas.

TO all to whom this Present writing shall come. I *J. F.* &c. send greeting. Whereas I am purposed and determined to Travel into some Parts beyond the Seas, and do desire that my deare wise *D.* shall in and during my Absence have free and full power to manage my buisiness, and recover and receive my debts for the Support of her and my Children. Now know ye therfore, That I the said *J. F.* to that Intent and purpose, have given and granted, and by these Presents do give and grant unto my said wife *D.* full power and authority, and do make, ordain, constitute and appoint her my said wife to be my true Lawful and Irrevocable Attorney, in my Absence to Demand, Sue for, Recover and Receive all such Debts, and Sums of money os are or shall be due and owing unto me from all or any Person and Persons whatsoever by Bond, Bill, Book debt, or otherewise howsoever for any matter, cause or thing whatsoevr, giving and by these Presents granting unto my said Attorney my full and whole power, strength and autority in and about the Premisses; and upon non-payment thereof, or tny part herof, in my name to Arrest, Sue, Imprison, Attach and Condemn, and out of Prison again to deliver, and to compound and agree at her pleasure for and concerning the Premisses: And upon any Receipt and Agreement thereof, accquittances or other discharges in my name to make, seal and deliver, and one or more Attorney or Attornies under her my said wife to Substitute and Appont, and the same at her Pleasure to Revoke and Countermand; and further in my name to do, Execute, Prosecute, Conclude and finish all and every other Lawful and Reasonable act and acts, thing and things, device and devices in the Law whatsoever needful or requisite to be done in and about the Premisse, in as large and ample manner

manner and form to all Intents and purpoſes, as I my ſelf might or could do, were I perſonally Preſent; And to conſtitute and authorize any other Perſon or Perſons for her Aſſiſtance: And whatſoever ſhe my ſaid wife or her Aſſigns ſhall do or cauſe to be done in or about the Premiſſes, I do by theſe Preſents Ratifie, allow and confirm, and all ſuch Receipts, Acquittances, Releaſes and Diſcharges, as ſhe my ſaid wife ſhall give or make, ſhall be valid, firm and ſufficient in the Law, as if I my ſelf had given and made the ſame. In Witneſs, &c.

An Acquittance for a Legacy given to be paid within a certain time.

KNow &c. That I *M. W.* of, &c. late the wife of &c. have the day of the date hereof, being within ſix months next after the Deceaſe of the ſaid *J. W.* received and had of and from *E. H.* of, &c. late the wife of *R. H.* of, &c. Widow, Executrix of the Laſt Will and Teſtament of, &c. the Sum of, &c. which was given and bequeathed unto me the ſaid *M. W.* in and by the Laſt Will and Teſtament aforeſaid, and thereby appointed to be paid unto me within ſix months next after the deceaſe of my ſaid Husband. Of and from which ſaid Sum ſo by me Received, I do hereby for ever releaſe, acquit and diſcharge the ſaid *E. H.* his Executors, Adminiſtators and Aſſigns by theſe Preſents. *In Witneſs*, &c.

A Letter of Attorney to a Guardian for to receive Childrens Portions.

KNow all men by these Presents, That I *M. B.* of, &c. Widow and Relict of *R. B.* late of, &c. Deceased and Guardian of *M. B.* and *M. B.* Daughters and only Children of their said late Father *R. B.* my said late Husband deceased (which said *M.* and *M.* my said Daughters and Coheirs unto *A. B.* Deceased in her Minority, who was the Daughter of *T. B.* late of, &c. in the County of, &c. deceased) have made, ordained, and in my stead and place put and constituted, and by these Presents do make, ordain, and in my stead and place as Guardian, as aforesaid, put and constitute my very loving Brother *R. C.* of, &c. in the County of, &c. my true and lawful Attorney and Assign, in my name as Guardian, but to and for the only proper use and behoof of my said Daughters *M.* and *M* their Heirs and Assigns, to enter into all that the Mannor of, &c. whatsoever late belonging to the said *A. B.* Deceased the said Daughter of the said *T. B.* Deceased, or to him the said *T. B.* in his life time Situate, lying and being in, &c. in the County of, &c. or into any part or parcel thereof in the name of the whole and possession thereof in the name of all or any part thereof, for me and in my name as Guardian as aforesaid, to the use of my said Daughters, to take and keep; And also to ask, demand, sue for, recover and receive into his Custody for the use of my said Daughters, all such Deeds, writings, Muniments, Charters, Court-Rolls and Evidence whatsoever touching or concerning the said Mannors Messuages, Lands, Tenements and Hereditaments, or any part of them, or any of them as are in the Hands or Possession of *J. L.* and *J. K.* or either of them, or in the hands of any other Person or Persons whatsoever: And to ask demand, sue for, levy, recover, take and receive by composition, law or otherwise, of and from all and every th

the Tenant and Tenants, or Occupiers of the ſaid Premiſſes, or any part of them, or any of them, all ſuch Rents, and Arrearages of Rents, Suits and Services that are already due, and that ſhall hereafter be due, or to be done for the ſaid Premiſſes, or any part of them or any of them, from any the Tenant or Tenants or occupiers of the Premiſſes or any part of them or any of them: And if need ſhall be, to make a Leaſe of Ejectment in writing Indented of the Premiſſes in my name as Guardian as aforeſaid, to any Perſon or Perſons as he ſhall think fit, and the ſame to Seal and deliver as my Deed upon all or any part of the Premiſſes in the name of the whole, and alſo all and every Perſon and Perſons whatſoever where it doth, ſhall or may concern, to Sue, Arreſt, Attach, Seize, Sequeſter, Impriſon and Condemn, and out of Priſon to deliver, and to appear before all and all manner of Judges, Juſtices and Miniſters of the Law: And upon the receipt of the ſaid Writings and Evidences, or any of them, or of the ſaid Rent and Rents, or Arrearages of Rent or Rents, or any part thereof, Acquittances or other diſcharges in my name as Guardian as aforeſaid to make, ſeal, and as my Deed to deliver, and one Attorney or more under him, to make, ſubſtitute and Revoke, and generally to do, execute, proſecute and determine all and every other act and acts, thing and things whatſoever which in and about the Premiſſes ſhall be needful, neceſſary or convenient, as fully and effectually as I my ſelf might or could do perſonally as Guardian unto my ſaid Daughters; holding and allowing for firm and ſtable, all and whatſoever my ſaid Attorney his Subſtitutes and Aſſigns ſhall lawfully do or cauſe to be done in and about the Premiſſes by virtue of theſe Preſents. *In Witneſs*, &c.

A Letter of Attorney for Negroes.

WHereas Capt. *R. R.* Capt. *F. K.* and *J. K.* Merchants now or late Planters in the Iſland of, &c. do ſtand jointly Ingaged unto Capt. *R. C.* late of, &c. in the County of, &c. by a certain Writing in the words hereafter next following, That is to ſay, **Know all men by theſe Preſents**, That we *R. R. F. K.* and *J. A.* &c. do acknowledge to have received at and from the Hands of *R. C.* and *J. C.* of, &c. Negro Slaves, for the which Slaves we abovenamed do ingage to pay, or cauſe to be paid unto the ſaid *C.* and *G.* the Sum of, &c. to the value, &c. of good Merchantable dry Muſkavado Sugar at or before, &c. to the which payment well and truly to be made, we bind us our Heirs, Executors and Adminiſtrators, to pay unto the perſons aforenamed, their or either of their Aſſigns or order; To the which we Set our Hands and Seals this, &c, day of, &c. **Now know all men by theſe Preſents**, That I *J. C.* of, &c. Executor of the Laſt Will and Teſtament of the ſaid *R. C.* Deceaſed, for diverſe good and valuable Cauſes and Conſiderations me hereunto moving, have made, ordained, and in my ſtead and place put and conſtituted my Truſty and Well-beloved Friend my true and lawful Attorney and Aſſign in my name as Executor as aforeſaid, but to the only proper uſe and behoof of *J. L.* to ask, demand, levy, recover and receive by all lawful ways and means whatſoever of and from the ſaid *R. F. K.* and *J. A.* and every or any of them, their and every or any of their Executors, Adminiſtrators or Aſſigns, or any of them; and of and from all and every other Perſon and Perſons whatſoever whom it doth, ſhall or may concern, all ſuch Debts, Duties, Sugars, Merchandiſes, Benefit, proceed and profit of the ſaid Negroes, which ever ſhall come to their or either or any of their Hands: And I give, and by theſe Preſents grant unto my ſaid Attorney, the ſaid, &c. all my full Power

and lawful authority concerning the Premiſſes, as Executor as aforeſaid, the ſaid *R. R. F. K.* and *J. A.* and all and every other Perſon or Perſons whatſoever whom it doth, ſhall or may concern, their Executors, Adminiſtrators and Goods (if need ſhall be) to Sue, Arreſt, Attach, Seize, Sequeſter, Impriſon and Condemn, and out of Priſon to deliver, and to appear before all and all manner of Judges, Juſtices and Miniſters of the Law; And to Compound, Compromit, Conclude, Agree, Recover and Receive to the uſe aforeſaid; and upon recovery and receipt, and upon any compoſition and any other Agreement, Acquittances or any other diſcharges in my name as Executor as aforeſaid to make, ſeal, and as my Deed to deliver, and one Attorney or more under him to make, Subſtitute and Revoke, and generally to do, Execute, Proſecute, Perform and Determine all and every other act or acts, thing and things whatſoever, which in and about the Premiſſes or any part thereof ſhall be needful and neceſſary or convenient, as fully and Effectually as I my ſelf might or could do perſonally: Holding and allowing firm and ſtable all and whatſoever my ſaid Attorney his Subſtitute or any of them ſhall lawfully do or cauſe to be done in or about the Premiſſes by virtue hereof. *In Witneſs*, &c.

A Letter of Attorney to make an Attachment.

BE it known unto all men by these Presents, That I *G. M* of, &c. Have made, ordained, and in my Place and Stead, put and constituted, and by these Presents, do make, &c. my loving Friend *M. R.* of, &c. to be my true lawful and irrevocable Attorney and Substitute, for me, and in my name, and to and for my proper use and behoof, to Attach, and cause to be Attached in the hands and possession of one *A. R.* of, &c. the Sum of, &c. for Debt, due unto me the said *G. M.* by and from one *T. J.* &c. And after the said Attachment made as aforesaid with Effect, to procure Judgment therein for me and in my name; And further to do and cause to be done all and every Act and Acts, thing and things whatsoever which my said Attorney shall think meet in and about the Premisses; Ratifying, Confirming and Approveing, all and whatsoever my said Attorney shall lawfully do in and about the Execution of the Premisses by virtue of these Presents. *In Witness*, &c.

A Letter of Attorney from a Guardian to another to enter into Lands, receive Rents and Arrearages of Rent, and make Leaſes in the behalf of Infants.

KNow all men by theſe Preſents, That I *B. M.* Widow and Relict of *R. B.* late of, &c. Deceaſed, and Guardian of *M* and *J. B.* Daughters and only Children of their ſaid Father *R. B.* my ſaid late Husband deceaſed, which ſaid *M.* and *M.* are Coheirs unto *A. B.* deceaſed, in her Minority, who was the Daughter of *T. B.* late of *B.* in the County of, &c. Deceaſed, Have made, ordained, and in my Stead and Place, as Guardian as aforeſaid, put and conſtituted my very loving Brother *R. C.* of, &c. Gent. my true and lawful Attorney and Aſſign, in my name as Guardian, but to and for the only proper uſe and behoof of my ſaid Daughters *M.* and *M.* their Heirs and Aſſigns, to enter into all that Mannor of, &c. with its rights, members and appurtenances, and all Meſſuages, Lands, Tenements and Hereditaments whatſoever, late belonging to the ſaid *A. B.* Deceaſed, the Daughter of the ſaid *T. B.* Deceaſed, or to him the ſaid *T. B.* in his Life time, Situate lying and being in *S.* &c. or into any part or parcel thereof, in the name of the whole and poſſeſſion thereof, in the name of all or any part thereof for me, and in my name as Guardian as aforeſaid, to the uſe of my ſaid Daughters to take and keep. And alſo to ask, demand, ſue for, recover and receive into his Cuſtody, for the uſe of my ſaid Daughters all ſuch Deeds, Writings, Manuſcripts, Muniments Charters, Court-Rolls, and Evidences whatſoever, touching or concerning the ſaid Mannor, Meſſuages, Lands, Tenements and Hereditaments, or any part of them or any of them as are in the Hands or Poſſeſſion of *J. L.* and *L. J.* or either of them, or in the Hands of any other Perſon or Perſons whatſoever. And to

ask, demand, ſue for, levy, recover, take and receive, by Compoſition, law or otherwiſe, of and from all and every the Tenant and Tenants, or Occupiers of the ſaid Premiſſes, or any part of them; All ſuch Rents, and Arrearages of Rents, Suits and Services, that are already due, and that ſhall hereafter be due or to be done for the Premiſſes, or any part of them or any of them. And to make and grant ſuch Leaſe and Leaſes of the Premiſſes, or any part thereof, for ſuch Rent and Rents, and for ſuch Term and Terms, during the Minority of the ſaid Daughters, as my ſaid Attorney ſhall think fit; And if need ſhall be to make a Leaſe of Ejectment in writing Indented of the Premiſſes in my name as Guardian as aforeſaid, to any Perſon or Perſons as he ſhall think fit, and the ſame to Seal, and deliver as my Deed upon all or any part of the Premiſſes, in the name of the whole; And alſo all and every other Perſon and perſons whatſoever whom it doth, ſhall or may concern, to Sue, Arreſt, Attach, Seize, Sequeſter, Impriſon and Condemn, and out of Priſon to Deliver, and to appear before all and all manner of Juſtices, Judges and Miniſters of the Law; And upon receipt of the ſaid Writings and Evidences, or any of them, or of the ſaid Rent and Rents, and Arrearages of Rent or Rents, or any part thereof, Acquittances or any other diſcharges in my name as Guardian as aforeſaid, to make, ſeal and as my Deed to deliver; And one Attorney or more under him, to make Subſtitute and Revoke, and generally to Do, Execute, Proſecute, and Determine, all and every other Act and Acts, Thing and Things whatſoever, which in and about the Premiſſes ſhall be needful, neceſſary, or convenient, as fully and effectually, as I my ſelf might or could do Perſonally as Guardian unto my ſaid Daughters; Holding and Allowing as Firm and Effectual whatſoever my ſaid Attorney or his Subſtitutes or Aſſigns, ſhall lawfully do or cauſe to be done, in and about the Premiſſes by Virtue of theſe Preſents. *In Witneſs*, &c.

A

A Letter of Attorney to receive Accompts, and certain Goods due upon the ſame, and to make Sale and Diſpoſition, or a return thereof.

KNow all men, &c. That we *M. R.* and *W. R.* of, &c. for good and valuable cauſes, &c. Have made, &c. *W. C.* our Attorney, &c. for us and in our names, and to our uſes to ask and demand, and to take and receive of, and from *S. J.* now Reſident in *Spain* full and perfect Account and Accounts, and Reckonings of, and for all ſuch Goods, Wares and Merchandizes, as now are, or late were in his Hands or Cuſtody of the Goods and Merchandizes of the ſaid *W. R.* and *A. S.* or any of them by the Conſignment of them or any of them. And alſo to Ask, and demand, Levy, Recover, and Receive by Compoſition, Law or otherwiſe, of and from the ſaid *S. J.* his Executors and Aſſigns, all ſuch Goods, Wares, Moneys, Merchandizes, and Proceed as by the ſaid Accounts ſhall appear to belong to us the ſaid *W. R.* and *S.* or any of us, and to our uſes to make ſole diſpoſition or return of all the ſame Goods, Wares, Merchandizes, and Proceed, And we give unto our ſaid Attorney our full Power, Strength and Authority to execute the Premiſſes, &c. *In Witneſs*, &c.

A Letter of Attorney to Seal a Leaſe of Ejectment.

To all People, &c. *B. R. M. R.* &c. ſend greeting. **Whereas** we the ſaid *B.* and *M.* have ſealed, and ſubcribed one Writing Indented, bearing date, &c. Purporting a Demiſe, Grant or Releaſe unto *J. T.* of, &c. of a Meſſuage or Tenement, and certain Ground and Lands thereunto belonging, with the Appurtenances ſituate lying and being in, &c. **To have and to Hold** the ſame unto the ſaid *T. J.* his Executors and Aſſigns, as by the ſaid Indenture more at large appeareth. **Now know ye**, That we the ſaid *B. R.* and *M. R.* have Ordained made, conſtituted, aſſigned; And by theſe Preſents do &c. our loving Friend *W. S.* of, &c. our true and lawful Deputy, Attorney and Aſſign for us, and in our names to enter into the ſaid Meſſuage, or Tenement, Lands and Premiſſes, or any part thereof in the ſame Writing Indented, mentioned or meant to be demiſed, leaſed or granted, and thereupon for us, in our and every of our ſteads and names the ſaid Writing Indented by us Subſcribed, and Sealed with our Seals, to deliver as our ſeveral Act and Deeds upon all the ſaid Premiſſes or upon any part thereof, in the name of the whole, or in the name of part, in the ſaid Writing Indented. contained. And we the ſaid *B. R.* and *M. R.* do hereby ratifie, confirm and allow all and every Act and Acts, Thing and Things whatſoever our ſaid Attorney ſhall do in and about the Premiſes, in as ample manner, and as fully and wholly as if we our ſelves were in our own Perſons there Preſent. *Witneſs*, &c.

A Letter of Attorney to deliver Seiſin.

TO all People to whom this Preſent writting ſhall come, I *A. B.* of, &c. ſend Greeting. Know ye, That I *A. B.* for divers good Cauſes and valuable Conſiderations me at this Preſent eſpecially moving, Have made, ordained, deputed, and in my place and ſtead, put and by theſe Preſents do make, ordain, depute, and in my place and ſtead put, and conſtitute *C. D.* of, &c. and *E. F.* &c. my true and lawful Attorneys Joyntly and Severally for me and in my ſtead and name into all that Capital Meſſuage Tenement or Manſion Houſe, formerly called or known by the name of, &c. with the appurtenances Situate, lying and being in, &c. in the Pariſh of, &c. in the County of, &c. and all and every other the Meſſuages, Mills, Lands, Tenements and Hereditaments of me the ſaid *A. B.* Situate, lying and being in the Pariſh of, &c. aforeſaid in the County aforeſaid, howſoever, or by whatſoever other name or names, quantities or qualities they or any of them be called, known or diſtinguiſhed, with all and ſingular their and every of their appurtenances, or into any part or parcel of them, or any of them in the name of the whole, to reenter and full and peaceable poſſeſſion and Seiſin thereof for me and in my ſtead, and name to take and after ſuch ſtate, poſſeſſion, and Seiſin of the ſaid Premiſſes with the Appurtenances or any part or parcel of them, in the name of the whole, to Reenter, according to the Form and Effect of certain Indentures Tripartite, bearing date the day next before the day of the date of theſe Preſents, made between me the ſaid *A. B.* of, &c. and *K. J.* of, &c. Widow of the firſt part, the ſaid *O. D.* of the ſecond part, and the ſaid *C. D.* and *F. F.* of the third part; Ratifying, Confirming and Allowing all and whatſoever my ſaid Attorneys jointly or either of them ſeverally ſhall do or cauſe to be done in and about the Premiſſes; as fully and wholly as my ſelf could do, if I were there perſonally Preſent *In Witneſs*. &c.

A.

A general Letter of Attorney from one going beyon the Seas, to a Friend in his abſence, to receiv all Debts mentioned in a Schedule annexed

THis writing Indented Witneſſeth, That I *H.* being ſhortly by Gods Permiſſion to go upon Voyage to the *Eaſt Indies*, there to remain for ſome certain years, Have therefore made, ordained, and in my place and ſtead put and conſtituted, and by theſe Preſents do, &c. *A. B.* of, &c. my true and lawful Attorny &c. to Ask, Demand, Levy, Recover and Receive by compoſition, Law, or any other ways or means whatſoever of and from all and every the Perſon and Perſons whatſoever, whom it doth ſhall or may concern, all ſuch Sum and Sums of money, Debts, Duties and Demands, as they or any of them do owe unto me, the ſaid *H.* by Bond, Bill Book, Account or otherwiſe howſoever, and I the ſaid *H. T.* do by theſe Preſents give and grant unto my ſaid Attorney, all my full power and lawful Authority, concerning the premiſſes, all and every or any of the Perſons named or expreſſed in the Schedule, and their, every or any of their Executors and Adminiſtrators, and all and every other Perſon and Perſons whatſoever, their Executors, Adminiſtrators and Goods if need ſhall be, to Sue Arreſt, &c. one or more Attorneys under him the ſaid *A. B.* with the like authority, as in theſe Preſents is contained, to make, ſubſtitute and revoke, and generally to Do Execute, Proſecute, and Perform in my name all and every other the Act and Acts, Thing and Things whatſoever, which in or about the Premiſſes, ſhall be needful neceſſary or convenient, and all other my affairs and buſineſſes, and to anſwer and defend all Suits which ſhall be had or recovered againſt me as fully and effectually as I my ſelf might, or could do in my own Perſon: Holding and allowing, &c. *In Witneſs.*

A Letter of Attorney from an Adminiſtrator to the Executrix of a Leſſor.

BE it known unto all men by theſe Preſents, That I *A. B.* of, &c. Adminiſtrator of all and Singular the Goods and Chattels, Rights and Credits of *M. B.* late of, &c. Widow deceaſed, who was Executrix of the Laſt Will and Teſtament of her late Husband *J. B.* of, &c. deceaſed, do by theſe Preſents Authorize, Aſſign, Depute and in my ſtead and Place, Put and Conſtitute, my loving Friend *A. F.* &c. my true and Lawful Attorney, Deputy and Aſſignee for me and in my name, and to my uſe to Ask, Demand, Sue for, Levy, Recover and Receive, of and from *L. D.* &c. and every ſuch other Perſon and Perſons, whom it ſhall and may concern, all ſuch Rent and Arrearages of Rent as was due unto the ſaid *J. B.* at the time of his Deceaſe, or unto the ſaid *M.* his Wife at her Deceaſe, as Executrix to the ſaid *J.* or otherwiſe and now unſatisfied, or which now is due or ſhall grow due unto me as Adminiſtrator to the ſaid *M.* or otherwiſe howſoever, for one Meſſuage or Tenement with the Appurtenances, ſituate, &c. which he, they or any of them held or occupied, or now hold or occupy, or hereafter ſhall hold or occupy. And alſo into the ſaid Meſſuage or Tenement, or any part thereof, to enter and review the Reparations of the ſame: Giving and by theſe Preſents granting unto my ſaid Attorny all my full and whole Power, Strength and Authority in Execution of the Premiſſes; and in caſe of Delay, Denial or Refuſal of Payment of the ſaid Rent, or any part thereof, into the ſaid Meſſuage or Tenement and Premiſſes, or any part thereof, for me and in my name to Enter and Diſtrain for the ſame, and the Diſtreis and Diſtreſſes then and there found, to lead, drive and carry away, impound, detain and keep until the ſame ſhall be fully ſatisfied and paid; or otherwiſe into the ſaid Meſſuage or Tenement, with the Appurtenances or any part thereof,

thereof, in the name of the whole, for me and in my name wholly to reenter, and the ſaid *L. D.* and all other Occupiers thereof, thereout and from thence utterly to expel, put out and amove; Or otherwiſe in my name to bring Action of Debt for the ſaid Rent or any part thereof, againſt the ſaid *L. D.* or ſuch other Perſon or Perſons whom it ſhall concern as aforeſaid; And to take, uſe, purſue and proſecute all or any of the ſaid ways and means as to my ſaid Attorney ſhall ſeem moſt expedient: And upon receipt of the ſaid Rent, or any part thereof, Acquittances or other lawful diſcharges one or more for me and in my name to Sign, Seal, and as my Act and Deed, or Acts and Deeds, deliver, and for me and in my name to take and proſecute all advantages for breach of Covenant or otherwiſe, which the ſaid *J. B.* in his own right, or the ſaid *M.* his Wife as Executrix to him or otherwiſe could or might, or I the ſaid *T. S.* as Adminiſtrator to the ſaid *M.* or otherwiſe can or may take againſt the ſaid *L. D.* or any other Perſon aforeſaid, for or concerning the Meſſuages or Tenements with the Appurtenances aforeſaid by any way or means whatſoever or howſoever; and one Attorney or more under him to Subſtitute, and the ſame at his pleaſure to Revoke; And generally to Do, Execute, Proſecute, Conclude and Finiſh, &c.

A Letter of Attorney from an Executor to receive Moneys due by Bonds mentioned in a Schedule with Covenants.

KNow all men by theſe Preſents, That I *J. R.* of, &c. in the County of, &c. Executor of the Laſt Will and Teſtament of *J R.* of, &c. Deceaſed, late Partner with *A. B.* of, &c. for divers good and valuable cauſes and conſiderations me hereunto eſpecially moving, Have made, ordained, and in my place and ſtead put and conſtituted, and by theſe Preſents according to my right, power, authority and Intereſt as Executor as aforeſaid of, in and to the Debts hereafter mentioned, do make, ordain, and in my ſtead and place put and conſtitute my very loving friend the ſaid *A. B.* my true and lawful Attorney and Aſſignee irrevocable in my name as Executor as aforeſaid; and in the name of him the ſaid *A. B.* or in my name as Executor, or in his own name, but to and for the ſole and proper uſe and behoof of him the ſaid *A. B.* his Executors or Aſſigns, without any Accompt to me to be given or rendred, to Ask, Demand, Levy, Recover and Receive by Compoſition, Law or otherwiſe, of and from all and every Perſon and Perſons whatſoever whom it doth, ſhall or may concern, all ſuch Sum and Sums of Money already due and to become due by force and virtue of the ſeveral Obligations in the Schedule hereunto annexed particularly mentioned and expreſſed: And I give and by theſe Preſents grant unto my ſaid Attorney the ſaid *A. B.* all my full Power and Lawful Authority concerning the Premiſſes as Executor as aforeſaid, all and every Perſon and Perſons whom it doth, ſhall or may concern, their Executors, Adminiſtrators and Goods (if need ſhall be) to Sue, Arreſt, Attach, Seize, Sequeſter, Impriſon and Condemn, and out of Priſon to deliver, and to appear before all and all manner of Judges, Juſtices and Miniſters of the Law; and to Com-

Compound, Compromit, Conclude, Agree, Recover and Receive; and upon Recovery and Receipt, or upon every Compoſition or any other Agreement, Acquittances, or any other Diſcharges in my name as Executor as aforeſaid, and in his own name, or in his own or my name as Executor as aforeſaid, to make, ſeal, and as his or my Deed to deliver, and one Attorney or more under him to make, ſubſtitute, and appoint, revoke; and generally to Do, Execute, Proſecute and Determine all and every other Act and Acts, Thing and Things whatſoever, which in and about the Premiſſes or any of them ſhall be needful, neceſſary or convenient, as fully and effectually as I my ſelf might or could Perſonally do: Holding and allowing for firm and ſtable, all and whatſoever my ſaid Attorney his Subſtitutes or Aſſigns, or any of them, ſhall lawfully do or cauſe to be done in or about the Premiſſes, or any of them by virtue of theſe Preſents. And I the ſaid *R. J.* the ſaid Executor for me, my Executors and Adminiſtrators, do Covenant, Grant and Agree to and with the ſaid *A. B.* his Executors and Aſſigns by theſe Preſents in manner following, (that is to ſay) That I the ſaid *J. R.* have not, nor that I, my Executors or Adminiſtrators or any of us at any time hereafter, ſhall not nor will receive any of the Sums of Money mentioned in the ſaid ſeveral Obligations or Conditions in any of them, or any part of them, or any of them; Neither ſhall or will make or give any Acquittance or Diſcharge for the ſame or any of them, or for any part thereof without the conſent of the ſaid *A. B.* firſt obtained in that behalf; unleſs I or they be thereunto compelled or ordered in or by any Court of Law or Equity: and that neither I the ſaid *J. R.* nor mine Executors or Adminiſtrators or any of us, ſhall at any time hereafter revoke, diſannul or make void this Letter of Attorney, or any of the Power or Authority hereby granted; but that I, my Executors and Adminiſtrators ſhall and will at any time or times hereafter upon the reaſonable requeſt in that behalf and at the Coſts and Charges of the ſaid *A. B.* his Executors or Adminiſtrators, make, give and grant unto him the

ſaid

ſaid *A. B.* his Executors or Adminiſtrators, all ſuch further and other Power and Authorities, by making of new Letter or Letters of Attorney, Warrant or Warrants of Attorney, or otherwiſe, for the better recovery and receipt of the ſeveral Debts and Money mentioned in the Obligations and Conditions in the ſaid Schedule hereto annexed, ſpecified, to and for the ſole uſe and benefit of him the ſaid *A. B.* his Executors and Aſſigns, as by the Councel Learned in the Law of the ſaid *A. B.* his Executors or Aſſigns, ſhall be reaſonably deviſed, or adviſed and required. *In Witneſs*, &c.

A Letter of Attorney to receive Money, due by Indenture, and to pay the ſame according to order.

KNow all men by theſe Preſents, That I *P. J.* of, &c. for divers good Cauſes and valuable conſiderations me hereunto moving, Have made, ordained, and in my place and ſtead put and conſtituted *W. J.* and *W. R.* my true and lawful Attorneys Jointly, and each of them ſeverally, for me and in my name, and to my uſe for and during the Term of, &c. next enſuing the date hereof, to Ask, Demand, Sue for, Levy, Recover, Receive and take by Action of Debt or breach of Covenant, or by Diſtreſs, and all other Lawful ways and means whatſoever of and from *E. B.* of, &c. his Executors and Aſſigns, all and every ſuch Sum and Sums of Money as from time to time and at all times hereafter, during the ſaid Term of, &c. ſhall grow due or payable unto me the ſaid *W.* by or from the ſaid *E. B.* his Executors or Aſſigns, in or by and according to all and every or any of the Covenants and Agreements contained and mentioned in one pair of Indentures bearing date, &c. made between, &c. except all ſuch Sum and Sums of Money as I have Authorized *A.* to receive for my uſes; and after receipt of the ſaid Sums of Mony, or any

of them, to pay the ſame or ſuch part thereof as I the ſaid *P. J.* ſhall from time to time under my hand in Writing, order direct and appoint, to ſuch Perſon and Perſons, and in ſuch manner as ſhall be thereby directed and appointed: And I give and by theſe Preſents grant unto my ſaid Attornies jointly, and to either of them ſeverally, all my full Power and Lawful Authority concerning the Premiſſes upon receipt of ſuch Sum and Sums of Money as they or any of them ſhall from time to time receive of and from the ſaid *E. B.* his Executors, &c. to make, Seal and Deliver as my Act and Deed unto him and them ſufficient and Lawful diſcharges for the ſame, and generally, &c. Ratifying, &c. *In Witneſs*, &c.

A Letter of Attorney to appear at the Mannor-Court to do Suit and Service to the Lord of the Mannor.

KNow all men, &c. That I *R. J.* &c. Have made, &c. and appointed *T. E.* my Tenant to pay to the Chief Lord of the Mannor whereof my Lands in *M.* in the County of *Y.* are held all ſuch quit-Rents as are due or payable by me for the ſaid, &c. and alſo to appear at all and every Court and Courts which ſhall be holden for the ſaid Mannor, and do ſuch Suits and Services as appertaineth thereunto, for my Lands which I hold of the ſaid Mannor, in as full and ample manner as I my ſelf ought or might do (if I were Perſonally Preſent) Holding, Confirming and Allowing, &c. *In Witneſs*, &c.

Another to appear at a Court, and take admittance unto Lands Surrendred to the Conſtitutor.

KNow, &c. for me and in my name to appear at the next Court to be holden for the Mannor of, &c. and there for and in my name, and to my uſe, to require and take admittance and to be admitted unto all ſuch Lands, Tenements and Hereditaments as were lately ſurrendred by, &c. to the uſe of me the ſaid *W. E.* and my Heirs, and Generally to do, &c. prout. *In Witneſs*, &c.

A Letter of Attorney for the reviving of a Judgment.

TO all People, &c. *J. B.* of, &c. Executor of *A. B.* late of *L.* deceaſeth ſended Greeting. Whereas *A. B.* in *Hillary* Term in the Twentieth year of the Reign of, &c. recovered in His Majeſties Court of *Common Pleas* at *Weſtminſter*, againſt *M. S.* of, &c. as well 60 *l.* Debt as 30 *s.* Coſts, as by a Judgment there entered and remaining upon record in the ſame Court doth and may appear; Since which time the ſaid *A. B.* is deceaſed, and the ſaid Debt and Damages are yet unpaid. Now know ye, That I the ſaid *J. B.* for divers good and valuable Cauſes and Conſiderations me hereunto moving, Have made, &c. *T. F.* my Attorney to revive and renew the Judgment aforeſaid, and in my name but to the only proper uſe and behoof of the ſaid *F.* his Executors and Aſſigns, without Account, to ask, demand, levy, recover and receive by Compoſition, Law or otherwiſe, of and from the ſaid *M. S.* his Executors and Adminiſtrators, and all other Perſons whatſoever whom it doth, ſhall or may concern, as well the ſaid 60 *l.* Debt as the ſaid 30 *s.* Coſts; and for default of payment thereof, or of any part thereof, to Sue, Arreſt, Implead and Im-

priſon the ſaid *M. S.* his Executors and Adminiſtrators, and againſt him and them, or any of them to Commence and Proſecute all and every ſuch Lawful Writ and Writs, Proceſs, Action and Actions, Suit and Suits, Judgment and Judgments, Execution and Executions, and other Act and Acts in the Law whatſoever, for the Recovering, Levying and Claiming of the Sums of Money aforeſaid to his and their own uſe and behoof, as the ſaid *F.* ſhall be adviſed, &c. And the Lands, Tenements, Hereditaments, Goods and Chattels as well of the ſaid *M. S.* as of the Executors, &c. of the ſaid *M. S.* to attach, extend, ſeize, take and have in Execution, and one Attorney or more for and under him the ſaid *F.* to Conſtitute and Authorize; And moreover to do, proſecute and perform, acknowledge and execute, and cauſe to be done all and every other lawful Acts, thing and things as well for the recovering and receiving, obtaining and having of the Sums of Money aforeſaid, and every or any part and parcel thereof, as for the releaſing, acquitting and diſcharging thereof and of every part and parcel thereof as fully, lawfully, perfectly and abſolutely to all intents and purpoſes, as I the ſaid *J.* my Executors or Aſſigns may, might, ſhould or ought to do in that behalf; And I the ſaid *J.* do Covenant, That I have not heretofore made any Releaſe or Diſcharge of or for the Sums or Sums of Money as aforeſaid; And that I my Executors or Aſſigns other than the ſaid *F.* or his Aſſigns, ſhall not at any time or times hereafter releaſe or diſcharge the ſame or any part thereof, without the conſent of the ſaid *F.* or his Aſſigns firſt had and obtained in writing, or wittingly, or willingly do any Act whereby the ſaid Judgment already obtained may be debarred, made void or diſcharged. Neither will I revoke or diſannull this Writing or Letter of Attorney, or any of the Power, Warrant or Authority hereby granted, or herein contained, a Covenant for further Aſſurance, &c. for the recovery and receiving of the ſame to the uſe of the ſaid *F.* as by Councel Learned, &c. *Provat*, &c.

A Letter of Attorney to receive a Book-Debt to the Conſtitutes own uſe, with Covenant not to revoke, but to make further aſſurance.

TO all People to whom this Preſent writting ſhall come, *G. D.* of, &c. ſendeth Greeting. Know ye, That I the ſaid *G. D.* for and in conſideration of the Sum of, &c. of Lawful Money of *England* to me in hand paid at and before the enſealing and delivery of theſe Preſents by *J. B.* of *Y.* Merchant, the receipt whereof I do hereby acknowledge accordingly, and for divers other good and valuable conſiderations me hereunto moving, Have made, ordained, and in my ſtead and place put and conſtituted, and by theſe Preſents do make, ordain, and in my ſtead and place put and conſtitute my loving Friend the ſaid *J. B.* my true and lawful Attorny and Aſſign irrevokably, in my name but to the only proper uſe and behoof of the ſaid *J. B* his Execut. and Adminiſtrat. without Accompt to Ask, Demand, Levy, Recover and Receive by all lawful ways and means whatſoever, of and from *E D.* of, &c. and *J. A.* Marriner, Maſter of the Good Ship called the *R.* now out upon a Voyage at Sea, or either of them, the Sum of, &c. of lawful Money of *England*, which is due unto me from the ſaid *E. D.* and *J. A.* or either of them for Goods delivered them, or either of them, as by my Books of Accompts may appear; And I give and by theſe Preſents grant unto my ſaid Attorney, his Subſtitutes and Aſſigns all my full Power and Lawful Authority concerning the Premiſſes and the aforeſaid *E. D.* and *J. A.* or either of them, and all other Perſons whom it doth or ſhall concern, and every of them, their and every of their Executors and Adminiſtrators, and Goods (if need ſhall be) To Sue, Arreſt, Attach, Sequeſter, Impriſon and Condemn, and out of Priſon to deliver, and

to appear before all Judges, Juſtices and Miniſters of the Law; And to Compound, Compromit, Conclude, Agree, Recover and Receive, and of the recovery and receipt, or upon every compoſition or any other Agreement, Acquittances or any other diſcharges in my name but to the uſe aforeſaid to make, Seal, and as my Deed deliver, and one Attorney or more under him, to make, Subſtitute and Revoke, and generally to do, Execute, Proſecute and determine all and every other Act or Acts, thing and things whatſoever, which in or about the Premiſſes ſhall be needful neceſſary and convenient, as fully and Effectually as I my ſelf might or could do Perſonally: Holding and allowing for firm, and Stable and Effectual, all and whatſoever my ſaid Attorney his Subſtitute or Aſſigns or any of them ſhall lawfully do or cauſe to be done in and about the Premiſſes by virtue of theſe Preſents: And I the ſaid *G. D.* for me, mine Executors and Adminiſtrators and for every of us do Covenant, promiſe, grant and agree to and with the ſaid *J. B.* his Executors and Aſſigns by theſe Preſents, That I the ſaid *G. D.* mine Executors and Adminiſtrators or any of us ſhall not at any time hereafter revoke, diſannul or make void this Letter of Attorney, or any of the Power and Authority hereby granted; neither ſhall at any time hereafter do or commit any kind of Act or Acts, thing or things whatſoever which ſhall or may be prejudicial to the ſaid *J. B.* his Executors, Adminiſtrators or Aſſigns for or concerning the receipt or recovery of the Premiſſes or any part thereof; But that I, mine Executors and Adminiſtrators ſhall and will at any time hereafter upon reaſonable requeſt at the Charges of the ſaid *J. B.* his Executors or Aſſigns, make, grant and give to the ſaid *J. B.* his Executors or Aſſigns ſuch further power and authority for making new Letters or Letter of Attorney, Warrant or Warrants of Attorney as by him or his Councel Learned in the Law ſhall be reaſonably deviſed or adviſed and required. *In Witneſs*, &c.

A Let-

A Letter of Attorney to receive divers Sums of Money of ſeveral Perſons named in a Schedule; without Accompt.

TO all People to whom this Preſent Writting ſhall come, *R. D.* of, &c. and *F.* his Wife, Executors of, &c. ſend Greeting. Know ye, That I the ſaid *R. D.* and *S.* my Wife for divers good and valuable Cauſes and Conſiderations us hereunto moving, Have made, ordained, and in our and every of our ſteads and places put and conſtituted, and by theſe Preſents do put and conſtitute our loving Friend *K. P.* of, &c. our true and lawful Deputy, Attorney and Aſſignee irrevokable in our and every of our names, but to the only proper uſe and behoof of the ſaid *K. P.* his Executors and Adminiſtrators without accompt to ask, demand, levy, recover and receive by Compoſition, Law or otherwiſe, of and from all and every the Perſons which are mentioned in the Schedule hereunto annexed, and of and from their and every of their Executors and Adminiſtrators all and every other Perſon and Perſons whatſoever whom it doth or may concern, all ſuch Sum and Sums of Money as are mentioned in the ſame Schedule, and which they or any of them, did owe unto the ſaid *A. B.* in her life time, or do now detain or with-hold from us or either of us by Bond, Bill, Specialty, Book, Writing or otherwiſe howſoever; And we give and by theſe Preſents grant unto our ſaid Attorney all our full and Lawful authority concerning the Premiſſes all and every the ſame Perſons named in the ſaid Schedule, and their and every of their Executors, Adminiſtrators and Goods, and all and every other Perſon and Perſons whatſoever whom it doth or ſhall concern, if need ſhall be, to Sue, Arreſt, Attach, Seize, Sequeſter, Impriſon and Condemn, and out of Priſon to deliver, and to appear before all and all manner of Judges, Juſtices and Miniſters of the Law, and to Compound, Compromit, Conclude, Agree, Recover and

Receive, and of the Recoveries and Receipts, or upon end, Compoſition or other Agreements, Acquittances, or any other Diſcharges in our or either of our Names to make, Seal, and as our and either of our Deeds to deliver, and one Attorney or more under him, to make, Subſtitute and Revoke, and generally to do, Execute, Proſecute, and Determine all and every other act and acts, thing and things whatſoever, which in or about the Premiſſes ſhall be needful, neceſſary or convenient, as fully and effectually as we the ſaid *R.* and *S.* or either of us might or could do Perſonally. And we the ſaid *R. D.* and *S.* for us our Executors and Adminiſtrators do Covenant and grant to and with the ſaid *K. P.* his Executors and Adminiſtrators by theſe Preſents, to hold, confirm and allow for firm, and Stable all and whatſoever our ſaid Attorney, his Subſtitutes or Aſſigns ſhall do or cauſe to be done in or about the Premiſſes by virtue hereof, without revoking or diſannulling any the power or authority hereby granted. And alſo that we the ſaid *R. D.* and *S.* or either of us, have not at any time heretofore nor that we our Executors or Adminiſtrators or any of us ſhall or will at any time hereafter receive any of the Sums of Money aforeſaid, or make or give any Acquittance or diſcharge of or for the ſame or any part thereof, neither have done or committed, or ſhall or will at any time hereafter do or commit any manner of act or acts, thing or things whatſoever, which, ſhall or may be prejudicial, bar or hindrance to the ſaid *K. P.* his Executors or Adminiſtrators of or in the receipt or recovery of the ſame. And alſo that we the ſaid *R. D.* and *S.* my Wife, and every of us, our and every of our Executors and Adminiſtrators, ſhall and will at all times hereafter make, give and deliver unto the ſaid *K. P.* his Executors or Aſſigns, all ſuch further Letters of Attorney, Powers and Authority for the recovery of the ſaid Debts and Sums of Money, for and to the uſes aforeſaid, as by the ſaid *K. P.* his Executors or Aſſigns or his or their Councel Learned in the Law ſhall be reaſonably deviſed or adviſed and required. *In Witneſs*, &c.

A

A Letter of Attorney from one to three Jointly and ſeverally.

TO all People to whom this Preſent writing ſhall come, *H. D.* of, &c. ſendeth Greeting. Know ye, That I the ſaid *H. D.* for divers good Cauſes and Conſiderations me hereunto moving, Have made, ordained, and in my ſtead and place put and conſtituted; And by theſe Preſents do make, ordain, and in my ſtead and place put and conſtitute my loving Friends *A. B. C. D.* and *E. F.* of *Legorn* in the parts beyond the Seas Merchants, jointly, or any two or one of them ſeverally, my true and lawful Attornies or Attorney for me and in my name and to my uſe to Ask, and Demand, Levy, Recover and Receive by all Lawful wayes and means whatſoever, of and from all and every other Perſon and Perſons whatſoever whom it doth ſhall or may concern, all ſuch Sum and Sums of money, Goods, Wares, *Cambio Maritimo* Merchandizes and other things whatſoever to me the ſaid *H. D.* due or owing or belonging by any Perſon or Perſons whatſoever at *Legorn* aforeſaid or elſe where in the Parts beyond the Seas, by Bond, Bill, Specialty, Accompt, Writing or otherwiſe, howſoever. And I give and by theſe Preſents, grant unto my ſaid Attorney Jointly, or any two or one of them ſeverally, all my full power and authority concerning the Premiſſes, all and every Perſon and Perſons whatſoever whom it doth ſhall or may concern, their and every or any of their Executors, Adminiſtrators and Goods (if need ſhall be) to Sue, Arreſt, Attach, Seize, Sequeſter, Implead, Impriſon and Condemn, and out of Priſon to deliver, and to appear before all and all manner of Judges, Juſtices and Miniſters of the Law; and to Compound, Compromit, Conclude, Agree, Recover and Receive, and of the Recoveries and Receipts, upon End, Compoſition or other Agreements, to be made, Acquittances, or other Diſcharges for me and in my name to make, Seal, and as my

my Deed or Deeds to deliver, and one Attorney or more under them or any Two of them to make, ſubſtitute, and revoke; and generally to Do, Execute, Proſecute, Perform and Determine all and every ſuch further and other Act and Acts, Thing and Things whatſoever, which in or about the Premiſſes ſhall be needful, neceſſary or convenient, as fully, wholly and effectually as I my ſelf might or could, do perſonally: Holding and allowing for firm, ſtable and effectual all and whatſoever my ſaid Attornies jointly or any one or two of them ſeverally, their Subſtitutes or Aſſigns ſhall lawfully do or cauſe to be done in or about the Premiſſes by virtue of theſe Preſents. *In Witneſs*, &c.

A Letter of Attorney to Surrender and Sell Copyhold Lands, and to purchaſe other Lands with the money; and to do all other things in general.

KNow all men by theſe Preſents, That I *A. B.* of, &c. for divers good Cauſes and Conſiderations me hereunto moving, eſpecially for that I am now bound upon a Voyage to Sea, and the time of my return uncertain; Have made, ordained, and in my ſtead and place put and conſtituted, and by theſe Preſents do make, ordain, and in my place and ſtead put and conſtitute my loving Friend *R. B.* of, &c. to be my true and lawful Attorney and Aſſign for me and in my name, and to my uſe in due and lawful manner to ſell and ſurrender all my Copyhold Lands, Tenements and Hereditaments, Situate, lying and being in, &c. to the uſe of ſuch Perſon and Perſons, and their Heirs, and for ſuch Sum and Sums of money as he ſhall think good. And with the money or proceed thereof, or with any other Sum or Sums of money which ſhall belong unto me, to buy and purchaſe for me and my Heirs ſuch other Lands, Tenements and

and Hereditaments, as he ſhall think fit: As alſo to ask, Demand, Sue for, Levy, Recover and Receive by Compoſition, Law or otherwiſe, of and from all and every Perſon and Perſons whatſoever whom it doth, ſhall or may concern, all ſuch Sum and Sums of money, Debts, Duties and Demands, as are or ſhall be due owing or belonging unto me in my abſence; and alſo for me and in my name to anſwer and defend all and every Action and Actions which ſhall be brought or commenced againſt me the ſaid *J.* and all and every other my affairs and buſineſſes to do and perform in my abſence. And I give, and by theſe Preſents grant unto my ſaid Attorney all my full power and lawful ſtrength and Authority concerning the Premiſſes, all and every Perſon and Perſons whom it doth and may concern, and every of them, their and every of their Executors, Adminiſtrators and Goods, if need ſhall be to Sue, Arreſt, Attach, Sequeſter, Seize, Impriſon and Condemn, and out of Priſon to Deliver, and to appear before all and all manner of Judges, Juſtices and Miniſters of the Law; And to Compound, Compromit, Conclude, Agree, Recover and Receive, and of the Recoveries, Receipts or upon every Compoſition or other Agreement, Acquittances or any other Diſcharges in my name, to make Subſtitute and Revoke, and generally to Do, Execute, Proſecute and Perform all and every ſuch further and other Act and Acts, Thing and Things whatſoever, which in or about the Execution of the Premiſſes ſhall be neceſſary or convenient to be done, as fully and effectually, as I my ſelf might or could do being perſonally preſent; Holding Confirming and allowing for Firm and Effectual, all and whatſoever my ſaid Attorney ſhall lawfully do, or cauſe to be done, in or about the Premiſſes by Virtue of theſe Preſents. *In Witneſs*, &c.

A Letter of Attorney to receive and take poſſeſſion of Lands Extended.

TO all People to whom theſe Preſents ſhall come, *J. J.* of, &c. Surviving Executor of *J. L.* ſend Greeting. Whereas I the ſaid *J. J.* by virtue of a Writ of Extent upon a Statute Staple directed to the Sheriff of, &c. Have Extended, or cauſed to be Extended divers Lands, Tenements, Hereditaments, and other Goods and Chattels of *R. A.* of, &c. and of *J. E.* of, &c. of and in the County of, &c. Now know ye, That I the ſaid *J. J.* for that I cannot be there preſent in my own Perſon, Have made, ordained, and in my ſtead and place put and conſtituted my loving Friend, *W. A.* and *A. S.* of, &c. my true and lawful Deputies, Attornies and Aſſigns jointly or ſeverally, for me and in my name, and to my uſe to receive and take of and from the ſaid Sheriff of the ſaid County of, &c. and his Deputies or Aſſigns as well full Poſſeſſion and Seiſin according to my Writ or Writs of *Liberate* in that behalf, of all and Singular the Lands, Tenements, and Hereditaments: As of all and ſingular the Goods and Chattels which are extended as aforeſaid; and the ſame and every part and parcel thereof for me and in my name, and to my uſe to keep and detain, and all and every other Act and Acts, Thing and Things whatſoever which in or about the Premiſſes ſhall be needful, neceſſary or convenient to do and execute as fully and effectually, as I my ſelf might or could do, being Perſonally preſent; Holding and allowing for firm, Stable and Effectual all and whatſoever my ſaid Attornies or either of them ſhall jointly and ſeverally lawfully do or cauſe to be done in or about the premiſſes by virtue of theſe Preſents. In Witneſs, &c.

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A Letter of Attorney to receive an Annuity granted by Indenture &c.

TO all People to whom theſe Preſents ſhall come. I *H. E.* of, &c. ſend Greeting. Know ye, That I the ſaid *H. E.* as well for and in conſideration of the Sum of, &c. to me in hand at and before the enſealing and delivery of theſe Preſents by *J. T.* paid, the receipt whereof I the ſaid *E.* do hereby acknowledge accordingly, as for other good Cauſes and Conſiderations me thereunto moving, Have made, ordained, and in my ſtead and place put and conſtituted; And by theſe Preſents do make, ordain, and in my ſtead and place put and conſtitute the ſaid *J. T.* my true and lawful Deputy, Attorney and Aſſign irrevocable, for me and in my name, but to his own proper uſe and behoof, without Accompt to Ask, Demand, Levy, Recover and Receive by Compoſition, Law or otherwiſe, of and from all Perſons whatſoever whom it doth, ſhall or may concern, the Sum of, &c. which was due and payable at the Feaſt of, &c. laſt paſt, in part of an Annuity or yearly Rent of &c. *per annum* to me due and payable in and by one Indenture of Annuity bearing date, &c. and all Sum and Sum of money, Penalties and Forfeitures which are or ſhall be forfeited or incurred by reaſon of the Non-payment thereof; and alſo all ſuch payments, Sum and Sums of money as between this and the, &c. day of, &c. which ſhall be in the year of, &c. ſhall be to me due, payable or belonging, by force, virtue or means of the ſaid Indenture, or of any Covenant or Agreement therein contained; which payments and Sums of money are Iſſuing and going out of the Mannor of, &c. in *E.* in the County of, &c. and out of other Lands in the ſame Indenture expreſſed. And I give and by theſe Preſents grant unto my ſaid Attorney, all my full power and lawful Authority concerning the Premiſſes; and for not payment of the Sum and Sums of money aforeſaid, and every

Or

or any of them, in my name to enter into all and ſingular the Premiſſes or any part thereof in the ſame Indentures expreſſed, and there to diſtrain for the ſame; and the Diſtreſs and Diſtreſſes ſo there from time to time to be taken and had, to lead, and drive, take away, impound, detain and keep until the ſaid Sum and Sums of money aforeſaid, and every part thereof ſhall be unto the ſaid *J. T.* his Executors or Aſſigns fully paid; and upon payment and receipt thereof, or any part thereof, or upon any Compoſition or Agreement, Acquittances or any other Diſcharges in my name to make, ſeal and as my Deed to deliver, and one Attorney or more under him to Subſtitute and Revoke, and generally to Do, Execute, Proſecute and Perform all and every other act and acts, thing and things whatſoever which ſhall be needful or neceſſary to be done, as fully and effectually, and in as large and ample manner and form, as I my ſelf might or could do being perſonally Preſent; Holding and allowing for firm and effectual, all and whatſoever my ſaid Attorney ſhall lawfully do or cauſe to be done in and about the Premiſſes by virtue of theſe Preſents. And I the ſaid *E.* do Covenant, That I the ſaid *E.* will not revoke or diſannul any of the Power or Authority hereby granted; Neither will receive any of the Sums of money aforeſaid, or any part thereof neither will do or commit, or ſuffer to be done any act or acts, thing or things whatſoever, to hinder or prejudice the ſaid *J. D* his Executors or Aſſigns of or from the receiving and enjoying of the ſame, and of every part thereof, to his and their own uſe: And that I the ſaid *E.* will at all times hereafter upon reaſonable requeſt therefore to be made, make and grant ſuch further Power and Authority unto the ſaid *J. T.* his Executors and Aſſigns, for the receiving, recovering and enjoying of the Sum or Sums of money aforeſaid, and all Arrearages of the ſame to the uſes aforeſaid, according to the true intent and meaning of theſe Preſents, as by the ſaid *J. T.* or his Councel Learned in the Law ſhall be reaſonably deviſed, or adviſed and required. *In Witneſs*, &c.

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A Letter of Attorney to appear at a Court, and take up certain Lands and Surrender the ſame.

KNow all men by theſe Preſents, That I *W. O.* of &c. for divers good and valuable Cauſes and Conſiderations me hereunto moving, Have made, ordained, and in my ſtead and place put and conſtituted, and by theſe Preſents do make, ordain, and in my ſtead and place put and conſtitute *R. O.* and *R. G.* of, &c. my true and lawful Attornies and Aſſigns jointly and each of them ſeverally, for me and in my name to appear in the Court holden for the Mannor of *H.* in the County of, &c. and there for the uſe of me and mine Heirs to take up according to the Cuſtom of the ſaid Mannor, one parcel of cuſtomary Land lying on the Eaſt part of the Meſſuages called, &c. and the ſame ſo being taken up in due and lawful manner according to the Cuſtom of the ſame Mannor, to Surrender the ſame to the uſe and behoof of *R. C.* of, &c. and of his Heirs and Aſſigns for ever, and generally all and every act and acts, thing and things whatſoever which in or about the Premiſſes ſhall be needful, neceſſary or convenient to do, execute, finiſh and perform as fully and effectually, as I my ſelf might or could do if I were there perſonally preſent; Holding and allowing for firm and effectual all and whatſoever my ſaid Attornies or either of them ſeverally ſhall lawfully do or cauſe to be done in and about the Premiſſes by vitue hereof. *In Witneſs*, &c.

A Letter of Attorney to deliver an Eſtate.

KNow all men by theſe Preſents, That I *E. S.* of, &c. Have made, ordained, and in my ſtead and place put and conſtituted, and, &c. in my ſtead and place put and conſtitute *T. D.* to be my true and lawful Attorney in my name and ſtead into all and Singular the Premiſſes, with their and every of their appurtenances mentioned in a certain pair of Indentures made between me the ſaid *E. S.* on the one part, and *W. W.* of, &c. of the other part, bearing date the day of the date hereof, or into any of them, or any part or parcel of them or any of them, in the name of the whole to enter, and full and peaceable Poſſeſſion and Seiſin thereof for me and in my name, in the name of the whole to take; And after ſuch full and Peaceable Poſſeſſion ſo thereof had and taken, the full and Peaceable Poſſeſſion and Seiſin of the ſaid Premiſſes, or any part and parcel of them or any of them, in the name of the whole to the ſaid *W. W.* or his Attorney in that behalf to deliver; To hold to the ſaid *W. W.* his Heirs and Aſſigns according to the form and effect and to the uſes and intents in the aforeſaid Indentures mentioned and expreſſed; Ratifying, and by theſe Preſents confirming all and whatſoever my ſaid Attorney ſhall do or cauſe to be done in the Premiſſes, as fully and wholly, as I my ſelf might or could do if I were there Perſonally preſent. *In Witneſs*, &c.

Another to take an Eſtate.

KNow all men by theſe Preſents, That I *W. W.* of, &c for divers good Cauſes and Conſiderations me at this preſent eſpecially moving; Have made, ordained, and in my ſtead and place put and conſtituted; and by theſe Preſents do make, ordain, and in my ſtead and place put and conſtitute my loving Friend *S. T.* of &c. my true and lawful Attorney and Aſſign, for me and in my ſtead and name, of the Delivery and Feoffment of *E. S.* to take eſtate to me and my Heirs for ever, according to the Force, Form and Effect of certain Indentures bearing date the day of the date hereof, made between the ſaid *E. S.* on the one part, and me the ſaid *W. W.* of the other part; Ratifying, and by theſe Preſents confirming all and whatſoever my ſaid Attorney ſhall lawfully do or cauſe to be done in and about the Execution of the Premiſſes, as fully and wholly as I my ſelf could have done if I had been there Perſonally preſent. *In Witneſs*, &c.

A Letter of Attorney from a Maſter of a Ship, to his Wife and other Friends, with Proviſo not to do any thing without conſent of his Wife.

KNow all men by theſe Preſents, That I *K. H.* of &c. for that I am now bound upon a Voyage for divers Ports and Places in the Parts beyond the Seas, there to continue ſome certain time; Have made, ordained, and in my ſtead and place put and conſtituted; and by theſe Preſents do make, ordain, and in my ſtead and place put and conſtitute my Wife *S.* and *J. T.* my Attornies jointly and ſeverally, for and in my name, and to my uſe, to Ask, Demand, Sue for, Levy, Recover and Receive of and from, &c. all ſuch Sum and Sums of money as is in any wiſe due or owing unto me for any matter, cauſe or thing whatſoever: Nevertheleſs, my intent and true meaning is That the ſaid *J. T.* ſhall not do, Execute or Perform any Act, matter or thing in or about the Premiſſes, without the Conſent and Agreement of my Wife *S.* thereunto firſt had and obtained in Writing; Any thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

A Letter of Attorney to receive Rents for payment of a Debt, and to deliver the Remainder.

KNow all men by theſe Preſents, That I *A. B.* of &c. for divers good Cauſes and valuable Conſiderations me hereunto moving; Have made, ordained, and in my ſtead and place put and conſtituted; and by theſe Preſents do, &c. my loving Friend *C. D.* of, &c. for me and

and in my name and to the uſes hereafter expreſſed, to Ask, Demand, Levy, Recover, Receive and take of, &c. by Action of Debt, Diſtreſs, and all other Lawful ways and means whatſoever, of all and every my Tenants and other Perſons whom it doth or ſhall concern, all and every the Rent and Rents which unto me ſhall be due or payable at the Feaſt of, &c. And of the ſame Rents and Sums of Money to retain and keep to his own uſe, without any Accompt therefore to be rendred the Sum of, &c. which I now owe to the ſaid *E. G.* and to deliver the remainder thereof to me or my Aſſigns upon requeſt therefore to be made: And I give, and by theſe Preſents grant unto my ſaid Attorney all my full Power and lawful Authority concerning the Premiſſes, if need ſhall be, to Commence and Proſecute in my name any Action or Actions, Suit or Suits in Law for the Recovering and Receiving of the Premiſſes; and if need ſhall be to diſtrain and make Reentry into all or any of the Premiſſes; and upon Recovery or Receipt of the Premiſſes, or any part thereof for me and in my name to make and give and one Attorney or more under him to Subſtitute and revoke, and generally to do, Execute, Proſecute, Conclude and Finiſh all and every ſuch further and other lawful and reaſonable Acts and Things for the Execution of the Premiſſes as ſhall be any ways needful or requiſite: and I the ſaid *A.B.* do Covenant, That until the ſaid *C.D.* his Executors or Aſſigns, ſhall out of the Rents before mentioned be paid the ſaid Sum of, &c. I the ſaid *A.* my Executors or Aſſigns ſhall not receive, acquit or diſcharge the ſaid Rents or Arrearages of Rents, or any part thereof; neither will revoke, or diſannull or make void any of the Power, Warrant or Authority hereby granted, &c. *In Witneſs*, &c.

A Letter of Attorney to receive and recover Rents due upon Leaſes.

KNow all men by theſe Preſents, That we *F. T. L. W.* and *P. K.* of, &c. in part of diſcharge of the Truſt and Confidence in us repoſed by *D. W.* of, &c. Have made, ordained, and in our and every of our ſteads and places put and conſtituted, and by theſe Preſents do make, ordain, and in our ſteads and places put and conſtitute our loving Friend *R. D.* of, &c. one of the Executors of *W. D.* our and every of our true and lawful Attorney and Aſſign, in our Names, but to the only proper uſe and behoof of the ſaid *R. D.* without any Accompt thereof to us to be made or rendred; to Ask, Demand, Levy, Recover and Receive by Compoſition, Law or otherwiſe, of and from all and every the Tenant and Tenants, or occupiers of all and every or any the Meſſuages, Lands, Tenements or Hereditaments hereafter mentioned; and of all Perſon and Perſons whatſoever whom it doth, ſhall or may concern, all ſuch Rents and Arrearages of Rents as are already due or payable, or hereafter ſhall be due or payable unto us the ſaid *T. F. L. W.* and *P. R.* or any of us, out of or for all that Manſion Houſe with the Appurtenances, and all and every the Lands, Tenements and Hereditaments in *E.* which were heretofore demiſed by *S. A.* unto *W. D.* by Indenture of Leaſe bearing date, &c. which Leaſe and Premiſſes were afterwards aſſigned and ſet over unto us the ſaid *T. L.* &c. by his Indenture of Aſſignment bearing date, &c. and alſo to grant, make, ſeal, and deliver as our Deeds, all and every ſuch Grant, Leaſe and Leaſes of the Premiſſes and every part thereof, for ſuch Rent and Rents, Term and Terms as he ſhall think good; Giving and by theſe Preſents granting unto our ſaid Attorney, all our and every of our whole Power and Lawful Authority concerning the Premiſſes, to Sue, Arreſt, Attach, Seize, Sequeſter, Impriſon and Condemn, and to Diſtrain or bring Action and Actions of Debt

Debt for the ſame Rents and Arrearages of Rents, and for every or any part thereof, and for non-payment of the ſaid Rents, or any part thereof, to reenter, and in our Names to make reentry into all and every the Premiſſes or any part thereof in the Name of the whole; and upon Receipt of the ſame Rents and Arrearages of Rents, or any part thereof, to give Acquittances and diſcharges for the ſame; and one Attorney or more under him to Subſtitute and Revoke, and generally to do, Execute, Proſecute, Finiſh and Determine all and every Act and Acts, Thing and Things whatſoever concerning the Premiſſes, as fully and effectually as we our Selves might or could do Perſonally; Holding and allowing for Firm and Effectual, all and whatſoever our ſaid Attorney his Subſtitutes or Aſſigns ſhall do or cauſe to be done in or about the Premiſſes by virtue of theſe Preſents. *In Witneſs*, &c.

A Letter of Attorney to take Poſſeſſion of Lands, and to Demiſe and let the ſame.

KNow all men by theſe Preſents, That I *G. S.* &c. for divers good Cauſes and valuable Conſiderations me hereunto moving, Have made, ordained, and in my ſtead and place put and conſtituted; and by theſe Preſents do make, ordain, and in my ſtead and place put and conſtitute my loving Friends *J. P.* and *E. P.* of, &c. my true and lawful Attorney and Attorneys jointly, and every one of them ſeverally, for me and in my name and to my uſe to enter into all thoſe my Meſſuages, &c. with their Appurtenances in *S.* and *A.* and in either or any of them in the ſaid County of *D.* and full Poſſeſſion of the ſame and of every or any part or parcel thereof in the name of the whole to take, and after ſuch Poſſeſſion had and taken, to Demiſe, ſet and to Farm let the ſaid Lands and Premiſſes, and every or any part or parcel thereof, in my name and to my uſe, to ſuch Perſon and Perſons, and for ſuch reaſonable Rent and Rents, and for ſuch time and term not exceed-

ing one year from the day of, &c. to be accounted, and with and under ſuch reaſonable Covenants and Conditions as my ſaid Attorneys jointly, or either of them ſeverally, ſhall think fit; Reſerving always and taking ſpecial care for the preſervation of the Woods and Underwoods thereupon growing; and all ſuch Writings as ſhall be therein needful to make, Seal and deliver as my Act and Deed. And I give and by theſe Preſents grant unto my ſaid Attorneys, jointly, and every one of them ſeverally, all my full power and lawful Authority, and all and every Act and Acts, Thing and Things whatſoever which in or about the Premiſſes ſhall be needful, neceſſary and convenient, to do and execute as fully and effectually as I my ſelf might or could do Perſonally; Holding and allowing for Firm and Effectual all and whatſoever my ſaid Attorney ſhall do or cauſe to be done in and about the Premiſſes by virtue of theſe Preſents. *In Witneſs*, &c.

Mortgages.

Mortgages.

A Mortgage in Fee.

This Indenture made, &c. Between *E. B.* of, &c. and *F.* his Wife of the one part, and *H. P.* of, &c. of the other part, **Witneſſeth**, That the ſaid *E. B.* and *F.* his Wife, for and in Conſideration of the Sum of, &c. of Lawful Money of *England* to them or one of them in hand at or before the Sealing and delivery of theſe Preſents by the ſaid *H. P.* well and truly paid, the Receipt whereof they hereby acknowledge, and thereof and of every part and parcel thereof do Acquit and Diſcharge the ſaid *H. P.* his Executors and Adminiſtrators, and every of them by theſe Preſents, **Have** given, granted, bargained, ſold and demiſed; and by theſe Preſents do, and either of them doth give, grant, bargain, ſell and demiſe unto the ſaid *H. P.* his Executors, Adminiſtrators and Aſſigns all thoſe, &c. Situate and being in, &c. heretofore in the Tenures or Occupations of, &c. and all Ways, Paſſages, Lights, Eaſments, &c. and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid Meſſuages and Premiſſes. **To have and to hold** the ſaid Meſſuages and Premiſſes hereby given, granted, bargained, ſold and demiſed, or meant, mentioned or intended to be hereby given, granted, bargained, ſold and demiſed, and every part and parcel thereof, with the Appurtenances, unto the ſaid *H. P.* his Executors, Adminiſtrators and Aſſigns, from the day next before the day of the date of theſe Preſents, unto the full end and Term of One thouſand years from thence next enſuing and fully to be compleat and ended: **Yielding** and paying therefore during the ſaid term, unto the ſaid *E. B.* and *F.* his Wife, their Heirs or Aſſigns, only

one Pepper corn at the Feaſt of, &c. yearly as the ſame ſhall be Lawfully Demanded. **Provided always** nevertheleſs, and upon Condition; That if the ſaid *E. B.* and *F.* his Wife, or either of them, their or either of their Heirs, Executors, Adminiſtrators or Aſſigns, ſhall well and truly pay or cauſe to be paid unto the ſaid *H. P.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of, &c. of Lawful Money of *England* on the, &c. at or in the now Dwelling-Houſe of, &c. That then and from thenceforth this preſent Indenture, and the Gift, Grant, Bargain, Sale and Demiſe hereby made of the Premiſſes, ſhall ceaſe, determine, and be utterly void and of none Effect to all Intents and Purpoſes whatſoever; This Indenture or any thing herein contained to the contrary thereof in any wiſe notwithſtanding. **Provided** alſo, That while and until default ſhall be made in payment of the ſaid Sum of, &c. or ſome part thereof, contrary to the Proviſo or Condition aforeſaid, It ſhall and may be lawful to and for the ſaid *E. B.* and *F.* his Wife, their Heirs and Aſſigns, to hold and enjoy the Premiſſes aforeſaid with the Appurtenances, and to their own uſe and uſes to receive and take the Rents, Iſſues and Profits thereof, without the let or denial of the ſaid *H. P.* his Executors, Adminiſtrators or Aſſigns, or any of them: and the ſaid *E. B.* and *F.* his Wife, for themſelves and either of them, their and either of their Heirs, Executors, Adminiſtrators and Aſſigns, do jointly and ſeverally Covenant, Promiſe and Grant to and with the ſaid *H. P.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in manner and form following, (That is to ſay) That they the ſaid *E. B.* and *F.* his Wife on the day of the date hereof, and at the time of their Sealing and Delivery of theſe Preſents, are and ſtand, or one of them is and ſtanded Lawfully and Rightfully Seiſed of a good, ſure, perfect, abſolute and indefeaſable Eſtate of Inheritance in fee ſimple to them or one of them, their or one of their Heirs for ever of and in the ſaid Meſſuages and hereby granted Premiſſes or meant, mentioned or intended to be hereby granted and demiſed, with the Appurtenances; and

now

now have in themſelves, or one of them hath in him or her ſelf full power, good right, true title, and lawful and abſolute Authority to grant, Bargain, Sell and demiſe the ſame Premiſſes and every part thereof with the Appurtenances, unto the ſaid *H. P.* his Executors, Adminiſtrators and Aſſigns, in manner as aforeſaid: And that he the ſaid *H. P.* his Executors, Adminiſtrators and Aſſigns (ſubject to the Proviſoes or Conditions aforeſaid) ſhall or may lawfully, peaceably and quietly have, hold, occupy, poſſeſs, and enjoy the ſaid Meſſuages and Premiſſes hereby granted and demiſed with the Appurtenances, for and during the ſaid term of one thouſand years afore granted, without the Let, Suit, Deniel, Eviction, Claim, Demand, Moleſtation, or Interruption of them the ſaid *E. B.* and *F.* his Wife, or either of them, their or either of their Heirs, Executors, Adminiſtrators or Aſſigns, or of any other Perſon or Perſons whatſoever; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leaſes, Mortgages, Jointures, Dowers, Thirds, Settlements, Wills, Entails, Fines, Forfeitures, Amerciaments, Statutes, Judgments, Recognizances, Annuities, Rent-charge, Rent-ſeck, Debts of Record to the Queens Majeſty, and of and from all other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, And alſo that he the ſaid *E. B.* and *F.* his Wife, or one of them, their or one of their Heirs, Executors or Aſſigns, ſhall and will at their ſome or one of their own proper Coſts and Charges, procure and deliver or cauſe to be procured and delivered unto the ſaid *H. P.* his Executors, Adminiſtrators or Aſſigns, within three Months now next coming, true Copies of all and every the Deeds, Evidences, or Counter-parts of Leaſes and other Writings whatſoever which touch or concern the ſaid Meſſuages, Tenements and Premiſſes aforegranted, or any part thereof, that he or they can come by without Suit in Law, to be by him the ſaid *H. P.* his Executors, Adminiſtrators and Aſſigns kept and detained while and until the Payment of the ſaid Sum of, &c. and every part thereof.

of. And the ſaid *E. B.* and *F.* his Wife, for themſelves, and either of them, their and either of their Heirs, Executors, Adminiſtrators and Aſſigns, do further ſeverally Covenant, Promiſe and Grant to and with the ſaid *H. P.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents as followeth, *viz.* That he the ſaid *E. B.* and *F.* his Wife, or one of them, their or one of their Heirs, Execuors, Adminiſtrators or Aſſigns ſhall and will well and truly pay or cauſe to be paid unto the ſaid *H. P.* his Executors, Adminiſtrators or Aſſigns the ſaid Sum of, &c. on the day and at the place of payment thereof aforementioned, according to the Proviſo or Condition aforeſaid for the redemption of the ſaid Mortgaged Premiſſes; and in caſe the ſame and every part thereof ſhall not be ſo paid as aforeſaid, That then the ſaid *E. B.* and *F.* his Wife, and either of them, their and either of their Heirs, and all other Perſon and Perſons whatſoever, and their Heirs lawfully claiming, or to claim any Eſtate, Right, Title, or Intereſt in or to the ſaid Meſſuages, Tenements and Premiſſes afore granted, or in or to any part or parcel thereof, ſhall and will at any time or times then after make, do and execute, or cauſe and procure to be made, done and executed all and every ſuch further and other Fine and Fines, Recovery and Recoveries, Aſſurance and Aſſurances, Conveyance and Conveyances, Acts, Deeds and Things in Law whatſoever, for the further and better granting, ſetling, releaſing, conveying and confirming of the ſaid Bargained Premiſſes, and every part and parcel thereof with the Appurtenances thereof, unto and upon the ſaid *H. P.* his Executors, Adminiſtrators and Aſſigns, for and during the then reſt and reſidue of the ſaid term of one thouſand years aforegranted, which ſhall be then to come and unexpired; As by the ſaid *H. P.* his Executors, Adminiſtrators or Aſſigns, or his or their Councel Learned in the Law ſhall be reaſonably deviſed, adviſed or required. *In Witneſs*, &c.

A

A Releaſe and Confirmation of a Mortgage.

THis Indenture made, &c. Between *E. B.* of, &c. of the one part, and *H. P.* of the other part. Whereas the ſaid *E. B.* by his Indenture or Deed Indented of Mortgage bearing date the, &c. laſt paſt before the date of theſe Preſents, in conſideration of the Sum of, &c. of lawful Money of *England* therein mentioned to be paid to him by the ſaid *H. P.* Did give, grant, bargain, ſell and demiſe unto the ſaid *H. P.* his Executors, Adminiſtrators and Aſſigns, all thoſe, &c. and the Reverſion and the Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid Meſſuages and Premiſſes, To have and to hold, unto the ſaid *H. P.* his Executors, Adminiſtrators and Aſſigns from the day next before the day of the date thereof unto the full end and term of one thouſand years from thence next enſuing and fully to be compleat and ended, at and for the yearly Rent of one Pepper-corn payable as is herein mentioned under a certain Proviſo or Condition of Redemption therein contained, by the payment of the Sum of, &c. of Lawful Money of *England* on the, &c. next enſuing the date of the ſaid Indenture, at the place of payment therein mentioned, as by the ſaid recited Indenture of Mortgage (amongſt divers other Covenants, Clauſes and Agreements therein contained) relation being thereunto had, may more at large appear. And whereas by one Indenture or Deed Indented Tripartite bearing date the ſaid, &c. made between the ſaid *E. B.* of the firſt part, *H. P.* of the ſecond part, and *R. C.* of the third part, he the ſaid *E. B.* did Covenant with the ſaid *H. P.* That he the ſaid *E. B.* and *F.* his Wife, and the Heirs of the ſaid *F.* ſhould and would forthwith in due form of Law, Levy and Acknowledge unto the ſaid *R. C.* and his Heirs one Fine *Sur Conuzance de droit Come ceo*, &c. of the ſaid Meſſuages, &c. with the Appurtenances; which ſaid Fine was accordingly levied of the Premiſſes as of *Hillary* Term now laſt paſt, and was by the ſaid

ſaid Deed declared by all the ſaid Parties hereunto, to be and enure for the Strengthening, Corroborating, Ratifying and Confirming of the ſaid recited Indenture of Mortgage and term of One thouſand years thereby granted unto the ſaid *H. P.* his Executors and Aſſigns, for the ſecuring the payment of the ſaid Sum of, &c. unto him and them in ſuch manner as in the ſaid recited Indenture of Mortgage is mentioned: and afterwards to the uſe and behoof of the ſaid *E. B.* and of his Heirs and Aſſigns for ever, as by the ſaid Fine and the ſaid laſt recited Deed Indented, relation being thereunto reſpectively had, may more at large appear. And whereas the ſaid Sum of, &c. principal Money, or any part thereof, was not accordingly nor yet is paid, whereby the Premiſſes with the Appurtenances are become forfeited and abſolute in ſaid *H. P.* his Executors, Adminiſtrators and Aſſigns, for the now reſidue of the ſaid Term of One thouſand years, by the ſaid recited Indenture of Mortgage granted: **Now this Indenture Witneſſeth**, That the ſaid *E. B.* for and in conſideration of the Sum of, &c. of Lawful Money of *England*, to him in hand at or before the enſealing and delivery of theſe Preſents by the ſaid *H. P.* well and truly paid, the receipt whereof he the ſaid *E. B.* hereby acknowledgeth, and thereof and of every part and parcel thereof doth acquit and diſcharge the ſaid *H. P.* his Executors and Adminiſtrators and every of them for ever by theſe Preſents, Hath granted, remiſed, releaſed and confirmed; and by theſe Preſents doth grant, remiſe, releaſe and confirm unto the ſaid *H. P.* his Executors, Adminiſtrators and Aſſigns, the ſaid Meſſuages, &c. and all other the Premiſſes with the Appurtenances by the ſaid recited Indenture of Mortgage granted or intended to be granted, and all his Eſtate, Right, Title, Intereſt, Equity and Power of Redemption, Claim and Demand whatſoever, of, in and to the ſame, and of every part thereof, for and during all the now reſt and reſidue of the ſaid Term of One thouſand years by the ſaid Indenture of Mortgage granted; and alſo the ſaid *E. B.* for the Conſiderations aforeſaid, doth by theſe Preſents remiſe and releaſe unto the

ſaid

ſaid *H. P.* his Executors, Adminiſtrators and Aſſigns, all and every the Proviſoes and Conditions of Redemption, and all other Proviſoes and Conditions whatſoever mentioned and contained in and by the ſaid recited Indenture of Mortgage, which any ways tend or may be conſtrued in Law or Equity to make void or determine the ſame, or the Grant, Bargain, Sale or Demiſe thereby made of the Premiſſes. **Provided** always, and theſe Preſents are upon this Condition following, and it is the true intent and meaning of theſe Preſent, and of the ſaid Parties hereto, That if the ſaid *E. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall well and truly pay or cauſe to be paid unto the ſaid *H. P.* his Executors, Adminiſtrators or Aſſigns, the Sum of, &c. of lawful Money of *England* on the, &c. next enſuing the date above written, at or in the now Dwelling-Houſe of, &c. over and above all Parliament and other Taxes, Charges and Reprizes whatſoever, That then at any time afterwards he the ſaid *H. P.* his Executors, Adminiſtrators or Aſſigns, ſhall and will at the reaſonable requeſt, and at the Coſts and Charges in the Law of the ſaid *E B.* his Heirs, Executors or Aſſigns, transfer, aſſign and ſet over unto the ſaid *E. B.* his Heirs, Executors or Aſſigns, or to ſuch other Perſon and Perſons as he or they ſhall appoint, the ſaid recited Indenture of Mortgage, and the Premiſſes hereby granted with the Appurtenances and all his Eſtate, Right, Title, Intereſt, Claim and Demand in and to the ſame, for and during the reſidue of the ſaid One thouſand years, by ſuch reaſonable ways and means as Counſel ſhall adviſe: **This Indenture** or any thing herein contained to the contrary thereof in any wiſe notwithſtanding. **Provided** alſo, That until default ſhall be made in payment of the ſaid Sum of, &c. or ſome part thereof, contrary to the form aforeſaid, it ſhall and may be lawful to and for the ſaid *E. B.* his Heirs and Aſſigns, to hold and enjoy the Premiſſes aforeſaid with the Appurtenances to his and their own uſe and uſes, to Receive and take the Rents and Profits thereof, without the Let or denial of the ſaid *H. P.* his Executors, Adminiſtrators

or Aſſigns, or any of them. And the ſaid *E. B.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth Covenant, Promiſe, Grant, Declare and Agree to and with the ſaid *H. P.* his Executors, Adminiſtrators and Aſſigns by theſe Preſent, That in caſe the ſaid Sum of, &c. and every part thereof ſhall not be ſo paid as aforeſaid, That then the ſaid *H.P.* his Executors, Adminiſtrators and Aſſigns, ſhall or may lawfully, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy the ſaid, &c. hereby releaſed, and granted with the Appurtenances, for and during the reſidue of the ſaid Term of One thouſand years, by the ſaid Indenture of Mortgage granted, without the Let, Suit, Denial, Eviction, Claim, Demand, Moleſtation or Interruption of him the ſaid *E. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, or of any other Perſon or Perſons whatſoever; And that free and clear, and freely and clearly acquitted, Exonerated and Diſcharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leaſes, Mortgages, and of and from all other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever: And that the ſaid Fine ſo levied as aforeſaid, ſhall be and enure to and for the only uſe and behoof of the ſaid *H. P.* his Executors, Adminiſtrators and Aſſigns, while and until the payment of the ſaid Sum of, &c. as aforeſaid; and afterwards to the uſe and behoof of the ſaid *E B.* his Heirs and Aſſigns for ever, any thing aforeſaid to the contrary notwithſtanding. And the ſaid *E B* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth further Covenant, Promiſe and grant to and with the ſaid *H. P.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents as followeth, *viz.* That he the ſaid *E. B.* his Heirs, Executors, Adminiſtrators or Aſſigns ſhall and will well and truly pay or cauſe to be paid unto the ſaid *H. P.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of, &c. on the day and at the place of payment thereof aforeſaid, according to the Proviſo or Condition aforeſaid, for the repurchaſe of the ſaid Mortgaged Premiſſes:

and

and in caſe the ſame and every part thereof ſhall not be ſo paid as aforeſaid, That then the ſaid *E B.* and his Heirs and all and every other Perſon and Perſons, and their Heirs, lawfully Claiming or to Claim any Eſtate, Right, Title or Intereſt in or to the ſaid Meſſuages and Premiſſes afore granted, or in or to any part or parcel thereof, ſhall and will at any time or times then after make, do and execute, or cauſe and procure to be made, done and executed all and every ſuch further and other Fine and Fines, Recovery and Recoveries, Aſſurance and Aſſurances, Conveyance and Conveyances, Acts, Deeds and Things in the Law whatſoever, for the further and better granting, ſettling, releaſing, conveying and confirming of the ſaid Meſſuages and Premiſſes, and every part and parcel thereof, with the Appurtenances, unto and upon the ſaid *H. P.* his Executors, Adminiſtrators and Aſſigns, for and during the reſt and reſidue of the ſaid Term of One thouſand years afore granted, which ſhall be then to come and unexpired, as by the ſaid *H P.* his Executors, Adminiſtrators or Aſſigns, or by his or their Councel Learned in the Law, ſhall be reaſonably deviſed, adviſed or required. *In Witneſs*, &c.

A Bargain and Sale and not a Mortgage, and yet the Bargainor hath liberty upon payment of a Sum of Money to have it reconveyed to him.

This Indenture made, &c. between *J. W.* the one part, and *W. P.* of the other part: **Whereas** by one Indenture bearing date the, &c. and by one other Indenture of Bargain and Sale bearing even date with theſe Preſents, both of them made between the ſaid parties, the ſaid *W. P.* for the conſideration of, &c. Pounds of, &c. therein mentioned hath granted, bargained, ſold and conveyed, or made mention to grant, bargain, ſell and convey unto the ſaid *J. W.* his Heirs and Aſſigns all that the Mannor, &c. as in and by the ſaid Indenture, relation, &c.

Now this Indenture Witneſſeth, that it is Covenanted, granted, concluded and agreed by and between the ſaid Parties to theſe Preſents; And the ſaid *J. W.* for himſelf, his, &c. doth Covenant, promiſe and grant to and with the ſaid *W.* P. his Heirs and Aſſigns by theſe Preſents that if the ſaid *W. P.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them do and ſhall well and truly pay or cauſe to be paid unto the ſaid *J. W.* his Executors or Adminiſtrators the full Sum of, &c. upon the, &c. day of, &c. next enſuing the date of this preſent Indenture, at or in the, &c. that then he the ſaid *J. W.* his Heirs or Aſſigns ſhall and will at any time within one year next after ſuch payment made as aforeſaid at and upon the reaſonable Requeſt and proper Coſts and Charges in the Law of the ſaid *W. P.* his Heirs or Aſſigns well and ſufficiently convey and aſſure unto the ſaid *W. P.* his Heirs and Aſſigns by ſuch good and ſufficient Conveyances and Aſſurances as the ſaid *W. P.* his Heirs or Aſſigns, or his or their Couuſel Learned in the Law ſhall be reaſonably deviſed or adviſed, And and ſingular the ſaid Mannor, &c. and Premiſſes

miſſes whatſoever, which in and by the ſaid recited Indentures or either of them are conveyed unto the ſaid *J. W.* and his Heirs as aforeſaid free and clear from all Incumbrances had, made or done, or to be had, made or done by the ſaid *J. W.* his Heirs or Aſſigns. And yet nevertheleſs it is hereby declared and fully agreed by and between the ſaid Parties to theſe Preſents for them and their Heirs, That the ſaid Conveyances made by the ſaid *P. W.* to the ſaid *J. W.* as aforeſaid, or theſe Preſents were not nor are intended nor ſhall be taken or conſtrued to be in the nature of a Mortage or Security for Money in any, or to give any equitable right, truſt or liberty of Redemption of the Premiſſes unto the ſaid *P.* or his Heirs. Neither ſhall the ſaid *J. W.* or his Heirs or Aſſigns be any way accountable for the Profits of the ſaid Mannor, &c. and Premiſſes unto the ſaid *W. P.* his Heirs or Aſſigns in caſe he or they ſhall make payment of the ſaid Sum of, &c. at the day and place before mentioned; neither ſhall the ſaid *W. P.* his Heirs, Executors, or Adminiſtrators be any way compellable in Law or equity to pay the ſaid Money the ſame being left to his and their free choice whether he or they will pay the ſame or not. And in caſe he or they will not pay the ſame upon the ſaid day, &c. now next enſuing, then the ſaid *J. W.* his Heirs, Executors or Adminiſtrators ſhall not be compellable to accept the ſame, nor to make any reconveyance of the ſaid Mannor, &c. and Premiſſes, It being agreed between the ſaid Parties and hereby acknowledged by the ſaid *P. W.* that the ſaid Sum of, &c. Pounds paid by the ſaid *J. W.* is the full and true value of the ſaid Mannor, &c. and not Money lent but paid by the ſaid *J.* for the abſolute purchaſe thereof. Only it is agreed that the ſaid *P. W.* his Heirs or Aſſigns ſhall have an Election and power to have it again, if he or they ſhall pay the ſaid Sum of, &c. at the place aforeſaid at the ſaid, &c. day of, &c. next enſuing the date hereof, but ſhall not have liberty to pay the ſame at any other time. And in caſe the ſaid *W. P.* or his Heirs, Executors or Adminiſtrators ſhall not pay the ſaid Sum of, &c. at the day and

place aforeſaid, then he the ſaid *W. P.* doth for himſelf and his Heirs hereby diſclaim all Suits in Equity; neither ſhall nor will he or they be relievable in any Court or Courts of Equity or elſewhere concerning the Premiſſes; nor ſeek to have again the ſaid Mannor or Lands, or account for the Profits thereof, but he the ſaid *W. P.* his Heirs and Aſſigns upon the requeſt and at the Coſts and Charges in the Law of the ſaid *J. W.* his Heirs or Aſſigns after the ſaid, &c. day of, &c. in caſe the ſaid Sum of, &c. be not then paid ſhall and will make ſuch further Releaſe or other Conveyances for the abſolute releaſing of all his and their Right, Title and Intereſt in Law or Equity, of, in and to the Premiſſes unto the ſaid *J. W.* his Heirs and Aſſigns as by the ſaid *J. W.* his Heirs or Aſſigns, or his or their Councel Learned in the Law ſhall be reaſonably requeſted.

And it is farther agreed by and between the ſaid Parties to theſe Preſents that if the ſaid Money be not paid upon the ſaid day of, &c. next enſuing, that then this preſent Indenture under the Hand and Seal of the the ſaid *W. P.* ſhall be delivered up unto the ſaid *O. W.* his Heirs or Aſſigns to be Cancelled.

In Witneſs, &c.

A Deed of Covenants upon Marriage.

THis Indenture Tripartite made, &c. Between *J. B.* of, &c. of the firſt part, *S. P.* of, &c. of the ſecond part, and *G. B.* and *J. N.* of the third part: Whereas a Marriage is Intended by Gods Permiſſion ſhortly to be had and Solemnized between the ſaid *J. B.* and *S. P.* and whereas the ſaid *S. P.* is now poſſeſſed of and intereſſed in ſeveral Goods, Debts, Moneys and ſhare in a Copartnerſhip with *E. H.* for making of, &c. which amounts in the whole to the Sum of 2000 *l.* or thereabouts, and as well in Purſuance of the Laſt Will and Teſtament of the ſaid *P.* Deceaſed, as alſo in and upon Condition of the ſaid Marriage, It hath been Agreed and Concluded upon between the ſaid *J. B.* and *S. P.* that, &c. in Debts and Moneys and, &c. in Goods ſhall be ſettled, ſecured, kept and preſerved for and to the uſe of the ſaid *A. P.* Spinſter, Daughter of the ſaid *F. P.* Deceaſed, and *S.* his Wife, and to that intent and purpoſe the ſaid *S. P.* hath before the Enſealing hereof paid, given and depoſited into the hands of the ſaid *G. B.* and *J. N.* the Sum of, &c. *Sterling*; which together with, &c. Principal Money due upon the ſaid Obligations mentioned in the Schedules hereunto annexed, and, &c. more which the ſaid *J. B.* is obliged and Covenants to pay to the ſaid *G. B.* and *J. N.* as is hereafter mentioned, will make up the ſaid Sum of, &c. to be preſerved and depoſited for the ſaid *A.* Now this Indenture Witneſſeth, That it is concluded, agreed and declared by and between the ſaid *J. B.* and *S. P.* and either of them, as followeth, That ſhe the ſaid *S. P.* for her ſelf, her Executors, Adminiſtrators, &c. to and with the ſaid *G. B.* and *J. N.* their Executors, Adminiſtrators and Aſſigns by theſe Preſents, That not only the ſaid Sum of, &c. already depoſited into the hands of the ſaid *G. B.* and *J. N.* ſhall remain and continue in their hands, or at their diſpoſing, but alſo that ſhe the ſaid *S.* ſhall forthwith upon their requeſt

transfer, aſſign and ſet over to the ſaid *G. B.* and *J. N.* the ſaid Obligations mentioned and ſet down in the ſaid Schedule hereunto annexed, and the Sums of Money herein mentioned and thereon due and to be due; and alſo ſhall upon their like requeſt, grant, bargain and ſell unto the ſaid *G. B.* and *J. N.* the ſaid Goods and other things mentioned in the ſaid Schedule hereto annexed, now remaining in and about the now Dwelling-houſe of the ſaid *S.* in, &c. by ſuch reaſonable ways and means as the ſaid *G. B.* and *J. N.* and their Counſel ſhall adviſe, to the intent and purpoſe hereafter declared, mentioned and agreed to: And alſo, That ſhe the ſaid *S.* ſhall forthwith deliver into the poſſeſſion of the ſaid *G. B.* and *J. N.* the, &c. mentioned in the ſaid Schedule hereunto annexed, which is the Plate and Goods already belonging to the ſaid *A.* which was left and given by ſeveral Perſons to and for the uſe of the ſaid *A. P.* and ſhall convey and ſell the ſaid Plate in and by the Conveyances aforeſaid to the ſaid *G. B.* and *J. N.* if they think fit; and that the ſaid Plate ſhall remain and be kept in the Cuſtody of the ſaid *G. B.* and *J. N.* for the uſe of the ſaid *A.* *Item*, it is agreed between the ſaid Parties to theſe Preſents, That the ſaid *J. B.* and *S. P.* for themſelves and either of them, their Executors, Adminiſtrators and Aſſigns, do ſeverally and ſpectively grant, conſent and agree, and the ſaid Debts, Moneys, Goods and Plate in the ſaid Schedule mentioned, and the other Sum of, &c. to be paid by the ſaid *J. B.* according to the Grant already made, and Covenants hereafter mentioned, and true meaning of theſe Preſents, ſhall be to and for the only uſe and behoof of the ſaid *A. P.* at her day of Marriage, or age of One and twenty years firſt happening, together with the Intereſt which they ſhall receive and have for the ſame in the mean time. And that the reſt of the Eſtate wherewith the ſaid *S.* is now poſſeſſed, in caſe the ſaid Marriage take Effect, ſhall be to the uſe and behoof of the ſaid *J. B.* **Provided** nevertheleſs, and it is agreed and declared by and between the ſaid Parties hereto, That in caſe the ſaid *A. P.* ſhall die before ſhe attain

attain to her Age or Marriage firſt happening, that then the ſaid Moneys and Goods ſhall be for the uſe and uſes as the ſaid *S. P.* ſhall then by any Writing under her hand appoint the ſame. **Provided** alſo, and it is expreſly declared, Concluded, Provided and Agreed by and between the ſaid Parties to theſe Preſents. That the ſaid *G. B.* and *J. N.* their Executors, Adminiſtrators and Aſſigns, or their Lands, Tenements, Goods or Chattels, ſhall not be Chargeable with or lyable to make good any loſs that ſhall happen in, out of or by the ſaid Moneys or Goods by the failure or delay of any Perſon or Perſons or Securities to whom they ſhall from time to time or at any time diſpoſe the ſame Sum of, &c. or any part thereof, or other Moneys to be made of or by the ſaid Goods in caſe in the Proviſoes or Conditions of the ſaid Obligations or Securities for the Moneys and every or any part thereof it ſhall be mentioned, that the Moneys ſhall be paid to the ſaid *J. B.* and *J. N.* their Executors, Adminiſtrators or Aſſigns for the uſe of the ſaid *A P.* And alſo it is agreed between the ſaid Parties to theſe Preſents, That it ſhall be lawful and the ſaid *J. B.* and *S. P.* and either of them doth hereby give and grant liberty to the ſaid *G. R.* and *J. N.* their Executors, Adminiſtrators or Aſſigns, to deduct and reimburſe to themſelves out of the Intereſt from time to time to be received or had for the ſaid Money or any part thereof, all ſuch Money, Charges and Expences which they, either or any of them ſhall be at, Expend, Disburſe or lay out in or about the putting out or getting in or recovering of the Money aforeſaid, deſigned or allotted for the uſe of the ſaid *A.* or in or about, or for or by reaſon of the Truſt hereby repoſed in them, or any matter or thing relating thereto. And the ſaid *J. B.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth Covenant and Promiſe to and with the ſaid *G. B.* and *J. N.* their Heirs and Aſſigns by theſe Preſents, That he the ſaid *J. B.* ſhall joyn with the ſaid *S. P.* in the Conveyances to be made for the Aſſigning of the ſaid Debts and Bargaining of the ſaid Goods to the ſaid *G. B.* and *J. N.* as aforeſaid, in ſuch

manner as they ſhall deviſe, adviſe or require: And that he the ſaid *J. B.* ſhall not at any time hereafter diſturb, ſue, trouble or moleſt the ſaid *G. B.* or *J. N.* or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, for the ſaid Twenty five Pounds already delivered by the ſaid *S.* to them as aforeſaid, or for the ſaid Plate or any part or parcel thereof. **Provided** nevertheleſs, and it is Conditioned and Agreed by and between the ſaid Parties to theſe Preſents, That in caſe the ſaid Marriage take Effect, It ſhall be lawful for the ſaid *J. B.* and *S. P.* to uſe and enjoy the ſaid Goods in the ſaid Schedule mentioned, except the Plate, for and during the ſpace of three years next coming: In caſe there ſhall be no Miſcarriage, Difference or Decay of Eſtate, or ſuch like occaſion happen in the mean time, for which the ſaid Truſtees may and ought juſtly to deliver and take Legal Courſe to gain the ſame into their Cuſtody according to the Truſt in them repoſed for the uſe of the ſaid *A.* and that the ſaid *J. B.* his Executors, Adminiſtrators or Aſſigns, ſhall not at any time hereafter ſpend, make away or diſpoſe of the ſaid Goods in the ſaid Schedule or Inventory mentioned, or any of them. And further it is agreed, and the ſaid *J. B.* and *S. P.* or one of them, their or one of their Executors, Adminiſtrators or Aſſigns, ſhall and will from time to time, and at all times hereafter during the Minority of the ſaid *A.* That is to ſay, while and until the ſaid *A. P.* ſhall attain to the Age of One and twenty years, or day of Marriage, which ſhall firſt happen, maintain, educate and provide for, and bring up the ſaid *A. P.* in, by and with all and all manner of Food, Raiment, Schooling, Maintenance and Education whatſoever needful and convenient for her; and of and from the ſuch Maintenance and Education, ſhall at all times ſave and keep harmleſs the ſaid *G. B.* and *J. N.* their Executors, Adminiſtrators and Aſſigns, and the Eſtate of the ſaid *A. P.* during her Minority as aforeſaid. **And moreover** it is agreed, and in Conſideration of the Premiſſes the ſaid *J. B.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth Covenant, Promiſe and Grant to and with the

the ſaid *G. B.* and *J. N.* their Executors, Adminiſtrators and Aſſigns by theſe Preſents, in caſe the ſaid Marriage take Effect, and the ſaid *S. P.* ſhall happen to Survive and outlive the ſaid *J. B.* that then the Executors or Adminiſtrators of the ſaid *J. B.* ſhall pay or cauſe to be paid to the ſaid *G. B.* and *J. N.* their Executors, Adminiſtrators or Aſſigns, for the uſe and behoof of the ſaid *S. P.* the Sum of One hundred Pounds of Lawful Money of *England*, in two Months after the death of the ſaid *J. B.* but in caſe the ſaid Marriage take Effect, and the ſaid *J. B.* ſhall happen to Survive and over-live the ſaid *S. P.* that then the ſaid *G. B.* his Executors, Adminiſtrators or Aſſigns, ſhall and will pay or cauſe to be paid within two Months after the Deceaſe of the ſaid *S.* his Intended Wife, the Sum of Twenty Pounds of Lawful Money of *England* in ſuch manner and form, and to ſuch Perſon and Perſons, and uſe and uſes, as the ſaid *S. P.* ſhall by any Writing to be Subſcribed and Sealed, by her in her life time in the Preſence of two or more Credible Perſons as Witneſſes, thereto limit, order, direct and appoint the ſame. *In Witneſs* whereof, &c.

A Leaſe from the Merchant-Taylors *Company aſſigned in Truſt, and afterwards Mortgaged, and then afterwards Mortgaged for a further Sum by Deed and Fine* ſur conceſſit, *then Mortgaged to another for a further Sum, then all the Money paid off but* 200 l. *borrowed, for which Penal Bond is given. Then the Premiſſes aſſigned to other Truſtees on the ancient Truſt, Proviſo if the* 200 l. *taken be not paid the Premiſſes to ſtand charged therewith.*

THis Indenture Tripartite made, &c. Between *J. F.* the Widow and Relict of *F. F.* late of, &c. Eſq; deceas'd, *W. F.* Eſq; the only Son and Heir of the ſaid *F. F.* by the ſaid *J.* and *T. B.* of the Inner-Temple *London*, Eſq; of the firſt part, Sir *G. R.* of, &c. of the ſecond part, and *T. S.* Serjeant at Law, and *C. A.* of, &c. Eſq; of the third part: Whereas the Maſter and Wardens of the *Merchant-Taylors* of the Fraternity of *St. John Baptiſt* in the City of *London* by their Indenture of Leaſe under their Common Seal dated the ſeventh day of *December*, &c. for the Conſiderations therein mentioned did Demiſe, Leaſe, berake and to Farm-let unto the ſaid *F. F.* All that their Mannor, &c. with all and ſingular their Appurtenances to the ſaid Mannor belonging or in any wiſe appertaining, together with liberty to fell, cut down and carry away, or otherwiſe to make the beſt advantage, profit and benefit of the Woods then growing on the Common, there belonging to the ſaid Mannor or Lordſhip, To have and to Hold the ſaid Mannor and other the Premiſſes in and by the ſaid recited Indenture mentioned to be Demiſed with the Appurtenances unto the ſaid *F. F.* his, &c. from the Feaſt, &c. unto the full end and term of ſixty one years from thence

Recital of the Leaſe.

thence, &c. Yielding, &c. unto the ſaid Maſter and Wardens and their Succeſſors and Aſſigns, or certain Attorney within their Common-Hall commonly called the *Merchant-Taylors* Hall in *London* the yearly Rent of 100 *l.* of, &c. at two uſual, &c. and under a certain Covenant, Clauſe or Agreement in the ſaid recited Indenture of Leaſe contained for the payment every year yearly during the ſaid term unto *J. M.* of *London*, Gent. Common Clerk of the ſaid Society during his Life, and after his deceaſe to ſuch Perſon and Perſons as the ſaid Maſter and Wardens and their Succeſſors ſhall nominate and aſſign to keep Courts there as therein is expreſſed, for or in the name of the Stewards the Sum of 20 *l.* of like lawful Money of *England*, as in and by the ſaid recited Indenture, &c. And whereas by one other Indenture being an Indenture of Aſſignment bearing date, &c. made or mentioned to be made between the ſaid *F. F.* and the ſaid *J.* his then Wife of the one part, and the ſaid *T. B.* and *E. F.* of, &c. (ſince deceaſed) of the other part, the ſaid *F. F.* did aſſign and ſet over the ſaid Mannor, &c. to the ſaid *T. B.* and *E. F.* their, &c. for the then reſidue of the ſaid term of ſixty one years upon ſeveral Truſts, and in particular in Truſt and for the benefit of the ſaid *J. F.* in caſe ſhe ſhould happen to ſurvive and out-live the ſaid *F. F.* and likewiſe in Truſt for the ſaid *W. F.* or ſuch perſon as ſhall happen to be the Heir-male of the Body of the ſaid *W. F.* at the time of the deceaſe of the Survivor of them the ſaid *F. F.* and *J.* in caſe the ſaid *W. F.* or any Heir-male of his Body ſhould be living at the time of the deceaſe of the Survivor of them the ſaid *F. F.* and *J.* But in caſe the ſaid *J.* ſhould ſurvive and out-live the ſaid *F.* and *W.* and *W.* and that the ſaid *W.* ſhall happen to have no Iſſue-male of his Body living at the time of the deceaſe of the ſaid *J.* then the ſaid Premiſſes and the Truſt thereof to be and remain to and for the ſole uſe and benefit of the ſaid *J.* and of her Executors, Adminiſtrators

Aſſignment of the Leaſe in Truſt.

For Iſſue-male.

miniſtrators and Aſſigns, as by the laſt recited Indenture of Aſſignment, and amongſt ſeveral other the Truſts, Articles, Clauſes and Agreements therein contained it may appear which ſaid laſt recited Indenture of Aſſignment was in truth made in conſideration that the ſaid *J.* and for the particular conveniency of and to comply with the occaſions of the ſaid *F. F.* had quitted and relinquiſhed her Joynture which was ſettled upon her by the ſaid *F. F.* before their Intermarriage, and in conſideration of ſuch Marriage, and of the Marriage-Portion of the ſaid *J.* received by the ſaid *F.* and had joyned with the ſaid *F.* in a Conveyance of her ſaid Joynture, and which was of a much greater yearly value than the ſaid Mannor and Premiſſes herein before mentioned, and the ſaid Premiſſes ſo aſſigned were by agreement to be in lieu and place of and as a ſatisfaction for ſuch Joynture, albeit there be no mention of any the ſaid Conſiderations, matters or things therein particularly expreſſed. And whereas after the making and executing of the laſt before recited Indenture of Aſſignment the ſaid *F. F.* having occaſion to borrow and to take up at Intereſt of one *N. V.* of, &c. the Sum of 700 *l.* did prevail with the ſaid *J.* to conſent and agree and to give directions to the ſaid *T. B.* and *E. F.* that they ſhould aſſign over their Eſtates in Law in the ſaid Premiſſes, and their term therein for the ſecuring of the repayment of the ſaid 700 *l.* with the Intereſt thereof, he the ſaid *F. F.* undertaking to repay the ſaid Moneys, and upon repayment thereof to procure the ſaid Premiſſes and the term thereof to be reconveyed unto the ſaid *T. B.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, ſubject to the ſame Truſts on the behalf and for the benefit of the ſaid *J.* as the ſame were then ſubject in the hands of the ſaid *T. B.* and *E. F.* whereupon by one other Indenture of Aſſignment dated, &c. and by *Fine ſur conceſſit* thereupon had and levied in the Term

Conſiderations of quitting a Joynture.

The Leaſe in Truſt Mortgaged.

Term of, &c. then next following for and in conſideration of 700 *l.* therein mentioned to be paid to the ſaid *F. F.* by the ſaid *N. V.* and other the Conſiderations therein expreſſed the ſaid *F. F.* and *J.* his then Wife, and the ſaid *W. F. T. F.* and *E. F.* did grant and aſſign unto the ſaid *N. V.* his, &c. the ſaid Mannnor, &c. and all other the ſeveral and reſpective Premiſſes in the ſaid ſeveral and reſpective before recited Indentures mentioned. And all the Eſtate, Right, Title, Intereſt, term of years, claim and demand of them the ſaid *F. F.* and *J.* his then Wife, *W. F. T. B.* and *E. F.* and every of them of in and to the ſaid Mannor and Premiſſes and every part thereof together with the ſaid Original recited Indenture of Demiſe and all mean Aſſignments touching the ſame; **To hold** to the ſaid *N. V.* his, &c. for and during all the reſt and reſidue of the ſaid term of ſixty one years then to come and unexpired, under a Proviſo or condition nevertheleſs for the making void thereof upon payment by the ſaid *F. F.* and *W. F.* their Heirs, Executors, Adminiſtrators or Aſſigns unto the ſaid *N. V.* his Executors, Adminiſtrators or Aſſigns, of the full Sum of 742 *l.* at the place and on the ſeveral days and times therein mentioned, and now long ſince paſt, as by the ſaid laſt recited Indenture and Fine, Relation, &c. And whereas the ſaid Sum of 742 *l.* mentioned in the ſaid recited Proviſo or Condition in the ſaid laſt recited Indenture of Aſſignment contained was not paid on the days and times therein limitted for payment thereof by reaſon whereof the ſaid Condition became broken, and the ſaid Eſtate and term of the ſaid *N. V.* of and in the ſaid Premiſſes became abſolute, after which the ſaid *N. V.* having made his Laſt Will and Teſtament, and thereby made *G. V. N. L.* and *J. L.* all of *London* Merchants his Executors, departed this Life, after whoſe death the ſaid *F. F.* having occaſion for a further Sum of Moneys prevailed with the ſaid *J.* to conſent and agree and to give directions to the ſaid *T. B.* and *E. F.* to joyn with the Executors of the ſaid *N. V.* in transferring and aſſigning the ſaid Premiſſes and the reſidue

Proviſo.

Mortgage for a further Sum, and the Executors of the first Mortgagee joyn.

ſidue of the ſaid term therein for the then raiſing and ſecuring of ſuch Money as the ſaid *F. F.* had then occaſion to take up as well for the payment of what was then due upon the Security of the ſaid Premiſſes unto the Eſtate of the ſaid *N. V.* as for his own particular occaſions he the ſaid *F. F.* promiſing and undertaking to repay all ſuch Moneys as ſhould be ſo taken up, and to procure the ſaid Premiſſes to be reconveyed to the ſaid *T. B.* and *E. F.* their Executors and Aſſigns, ſubject to the ſame Truſts on the behalf and for the benefit of the ſaid *J.* as the ſame were formerly ſubject in the hands of the ſaid *T. B.* and *E. F.* Whereupon by one other Indenture of Aſſignment being an **Indenture Tripartite** bearing date the, &c. made between the ſaid *F. J.* his then Wife *W. F. T. B.* and *E. F.* of the firſt part, the ſaid *G. V. N. L.* and *J. L.* of the ſecond part, and *J. C.* of, &c. and *T. S.* of *London*, Gent. of the third part, in conſideration of 700 *l.* paid to the ſaid *E. N. N. L.* and *J. L.* and of the further Sum of 900 *l.* paid to the ſaid *F. F.* by the ſaid *J. C.* and *T. S.* the ſaid *F. F. J.* his then Wife, *W. F. T. B.* and *E. F.* and by their appointment the ſaid *E. V. N. L.* and *J. L.* did bargain, ſell, aſſign and ſet over unto the ſaid *J. C.* and *T. S.* their, &c. the ſaid Mannor, &c. and all and ſingular other the Premiſſes (*prout ſupra*) and all the Eſtate, &c. Truſt, Claim and Demand whatſoever of them the ſaid *F. F. J.* his then Wife, *W. F. T. B. E. F. G. V. N. L.* and *J. L.* and every of them of, in and to the ſame, **To hold** unto the ſaid *J. C.* and *T. S.* their, &c. for and during all the reſt and reſidue, &c. under an agreement on the part of the ſaid *J. C.* and *T. S.* for reconveying and reaſſigning the ſaid Premiſſes unto the ſaid *T. B.* and *E. F.* their, &c. upon payment by the ſaid *F. F.* and *W. F.* or either of them, their or either of their Heirs, &c. unto the ſaid *J. C.* and *T. S.* their, &c. of the Sum of 1648 *l.* at the place and on the day and time therein mentioned, as by the ſaid, &c.

And

And whereas the ſaid Sum of 1648 *l.* mentioned in the ſaid Agreement contained in the ſaid laſt recited Indenture was not paid whereby the Eſtate of the ſaid *J. C.* and *T. S.* of and in the Premiſſes became abſolute and diſcharged of the ſaid Agreement. And whereas afterward the ſaid *F. F.* having occaſion for a further Sum of Money towards paying what was due to the ſaid *J. C.* and *T. S.* upon the Security of the ſaid Premiſſes did further prevail with the ſaid *J.* to conſent and agree (*prout ſupra*) &c. Whereupon in and by one other Indenture of Aſſignment Tripartite, &c. and made between the ſaid *F. F. J.* his then Wife, *W. F. T. B.* and *E. F.* of the firſt part, the ſaid *J. C.* and *T. S.* of the ſecond part, and the ſaid Sir *G. B.* by the name of *G. R.* of *London* Merchant, of the third part, in conſideration of the Sum of 1500 *l. Sterl.* unto the ſaid *J. C.* and *T. S.* by the ſaid Sir *G. R.* and of 100 *l. Sterl.* by the ſaid *F. F.* paid unto the ſaid *J. C.* and *T. S.* and of 5 *l.* apiece to the ſaid *F. F.* and the ſaid *J.* and to the ſaid *W. F. T. B.* and *E. F.* by the ſaid Sir *G. R.* likewiſe paid the ſaid *F. F.* and the ſaid *J.* and the ſaid *W. F.* and alſo by their direction and appointment the ſaid *T. B.* and *E. F. J. C.* and *T. S.* did bargain, ſell, &c. unto the ſaid Sir *G. R.* his, &c. **To hold**, &c. under an Agreement (*prout ſupra mutatis mutandis*) abſolute and diſcharged of the ſaid Agreement in the ſaid recited Indenture mentioned. And the ſaid *F. F.* and likewiſe the ſaid *E. F.* are both of them ſince dead. And whereas the ſaid *J. F.* is deſirous and hath agreed to pay in the ſaid Money due to the ſaid Sir *G. R.* upon the Security of the ſaid Premiſſes to the intent to have the ſaid Premiſſes, and the ſaid Eſtate and term therein conveyed and ſettled ſubject to the ſeveral Truſts herein after limited according to the true intent and meaning of theſe Preſents. And the ſaid *J. F.* hath been neceſſitated for the paying and diſcharing of the ſaid Moneys due upon the ſaid Security to borrow and take up at Intereſt off and from the full and juſt Sum of 200 *l. Sterl.* for the ſecuring the repayment of which with Intereſt at a time now to come ſhe the ſaid

Mortgage for a further Sum.

J. hath

J. hath entered into a Bond of the Penal Sum of 400 *l. Sterl.* bearing even date with theſe Preſents. **Now theſe Preſents Witneſs** for and in conſideration of the ſeveral and reſpective Sums of 5 *s.* apiece by the ſaid *T. L.* and *C. A.* ſeverally and reſpectively in hand paid unto the ſaid Sir *G. R. J. F. W. F.* and *T. F.* the ſeveral and reſpective Receipts and Payments whereof they the ſaid Sir *G. R. J. F. W. F* and *T. B.* do by theſe Preſents ſeverally and reſpectively acknowledge, and thereof, &c. and likewiſe for and in conſideration of the further, full and juſt Sum of, &c. *Sterling*, by the ſaid *J. F.* likewiſe in hand paid unto the ſaid Sir *G. R.* in full payment and ſatisfaction of and for all ſuch Moneys as are any ways due to him upon the Security of the ſaid Premiſſes, or by force and virtue of the ſaid herein laſt before recited Indenture of Aſſignment, or any thing therein contained the Receipt and Payment of which ſaid laſt mentioned Sum of, &c. the ſaid Sir *G. R.* doth hereby accordingly acknowledge, and thereof, &c. they the ſaid *J. F.* and *W. F.* and alſo by their and each of their direction and appointment the ſaid *T. B.* and Sir *G. R.* **Have** and each and every of them hath bargained, &c. and by theſe Preſents they and each and every of them do and doth fully and clearly and abſolutely bargain, ſell, aſſign, transfer and ſet over unto the ſaid *T. S.* and *C. A.* their, &c. the ſaid Mannor and Lordſhip of *R.* and all and every other the ſaid ſeveral and reſpective Premiſſes before mentioned to be demiſed and aſſigned in and by the ſaid ſeveral and reſpective before recited Indentures and Fine, or any of them, and every part and parcel of the ſame with their and every of their Appurtenances. And the reverſion and reverſions, remainder and remainders, Rents and yearly and other Profits of all and ſingular the ſaid Premiſſes and every part and parcel of the ſame, and all the Eſtate, Right, Title, Intereſt and party, term of years yet to come and unexpired, Truſt, claim and demand whatſoever as well in Law as equity of the ſaid *J. F.*

The Money paid off.

The Premiſſes conveyed to Truſtees for the old Truſts.

J. F. &c. and of each and every of them in, unto and out of the ſaid Mannor and Premiſſes, and in, unto and out of every part and parcel of the ſame by force and virtue of the ſaid ſeveral before recited Indentures and Fine, or either or any of them or otherwiſe howſoever, together with the ſaid ſeveral before recited Indentures, and the Chirography of the ſaid Fine, and all mean Aſſignments, Deeds and Writings touching and concerning the ſame now in the reſpective hands of them the ſaid *J. F.* &c. reſpectively on which they can reſpectively come by without Suit in Law or in Equity, **To have and to hold** unto the ſaid *T. S.* and *C. A.* their, &c. from henceforth for and during all the reſt and reſidue of the ſaid term and time of Sixty one years in and by the ſaid herein firſt before recited Indenture of Leaſe granted yet to come and unexpired, under and ſubject nevertheleſs to the ſeveral and reſpective Truſts, Proviſoes and Limitations thereof herein after limited, ſpecified and declared; and to and for no other intent or purpoſe whatſoever (that is to ſay) to the intent that they the ſaid *T. S.* and *C. A.* their, &c. and every of them ſhall and may in the firſt place pay, defray and diſcharge all ſuch Payments, Charges and Expences as they or any of them ſhall have occaſion to lay out, pay, expend and be put unto in the execution of any the Truſt or Truſts hereby limited, or by reaſon of the Eſtate hereby bargained and aſſigned, and after the paying, defraying and diſcharging of the ſame, then the ſaid Premiſſes and every of them to be in Truſt and for the ſole uſe and benefit of the ſaid *J. F.* and her Aſſigns for and during ſo much of the ſaid term and Eſtate as ſhe the ſaid *J. F.* ſhall happen to live; and from and after the deceaſe of the ſaid *J. F.* and in caſe the ſaid *W. F.* ſhall happen to be living at the time of her deceaſe then in Truſt for the ſaid *W. F.* and his Aſſigns for and during ſo much of the ſaid Eſtate and Term then to come as he the ſaid *W. F.* ſhall happen to live, and

In the firſt place to raiſe Money to pay Truſtees Charges.

The ancient Truſt.

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in caſe the ſaid *W. F.* ſhall ſurvive and outlive the ſaid *J. F.* and ſhall happen to leave any Iſſue-male of his Body living at the time of his deceaſe then the ſaid Premiſſes from and after ſuch dying of the ſaid *W. F.* to be in Truſt for ſuch Perſon and his Aſſigns as ſhall at the time of ſuch dying of the ſaid *W. F* happen to be Eldeſt Iſſue-male of the Body of the ſaid *W. F.* And in caſe the ſaid *W. F.* ſhall happen to die in the life-time of the ſaid *J. F.* having Iſſue-male of his Body living at the time of his deceaſe, and that any ſuch Iſſue-male of the Body of the ſaid *W. F.* ſhall happen to be living at the time of the deceaſe of the ſaid *J. F.* that then the ſaid Premiſſes immediately from and after the deceaſe of the ſaid *J. F.* to be in Truſt for ſuch Perſon and his Aſſigns as at the time of the deceaſe of the ſaid *J. F.* ſhall happen to be Eldeſt Iſſue-male of the Body of the ſaid *W. F.* But in caſe the ſaid *W. F.* ſhall happen to die without Iſſue male of his Body in the life-time of the ſaid *J. F.* or that the ſaid *J. F.* ſhall happen to ſurvive and outlive the ſaid *W. F.* and that there ſhall be no Iſſue-male of the Body of the ſaid *W. F.* living at the time of the deceaſe of the ſaid *J. F.* that then and in either of the ſaid Caſes happening the ſaid Premiſſes and all the then reſidue of the ſaid Eſtate and Term therein ſhall be in Truſt for the ſaid *J. F.* And in caſe the ſaid *W. F.* ſhall happen to ſurvive the ſaid *J. F.* and that the ſaid *W. F.* ſhould happen to die after the ſaid *J. F.* without leaving any Iſſue-male that then and in ſuch caſe the ſaid Premiſſes and all the then reſidue of the ſaid Eſtate and Term therein ſhall be in Truſt for the Executors, Adminiſtrators and Aſſigns of the ſaid *W. F.* **Provided** alway, and it is declared by the ſaid Parties to theſe Preſents to be the true intent and meaning of theſe Preſents, and of the ſaid Parties hereunto, That in caſe the ſaid *J. F.* ſhall happen to die before ſhe ſhall have paid and diſcharged the ſaid Moneys ſo due unto the ſaid, &c. as aforeſaid upon the ſaid Bond

Proviſo, *if the* 200 *l. taken up to make up the whole Money be not paid by* J. F. *in her life-time, the Profits to ſtand charged therewith.*

Bond herein before mentioned, that then the ſaid *J. S.* and *C. A.* their, &c. ſhall out of the Rents, Iſſues and Profits of the ſaid Premiſſes from and after the death of the ſaid *J. F.* pay and diſcharge all ſuch Moneys as ſhall be any ways due and owing upon the ſaid Bond as well for Principal as Intereſt with the growing Intereſt of the ſame, any thing before, &c.

Sir *G. R.* Covenants that he hath not at any time willingly or unwillingly done or committed any act, matter or thing whatſoever whereby or by reaſon whereof the ſaid Premiſſes or any of them are, ſhall or may be any ways charged, impeached or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. *J. F.* and *W. F.* for themſelves, their, &c. joyntly and ſeverally Covenant to and with the ſaid Sir *G. R.* his, &c. that the ſaid *J. F.* and *W. F.* their, &c. ſome or one of them ſhall and will from time to time and at all times hereafter upon requeſt well and ſufficiently ſave harmleſs and keep indempnified the ſaid Sir *G. R.* his, &c. and every of them of and from all and all manner of Suits, Troubles, Charges, Expences and Inconveniencies which ſhall at any time hereafter be commenced, ſued, proſecuted, happen, come, or be occaſioned unto or againſt him, them, or any of them, for or by reaſon of theſe Preſents, or of his executing the ſame, or for or by reaſon of any thing herein contained, except only ſuch as ſhall happen or be occaſioned for or in relation unto or by reaſon of any act, matter or thing by him done in breach of the Covenant herein before contained on the part of him the ſaid Sir *G. R.* his Executors and Adminiſtrators. *In Witneſs*, &c.

Covenant to ſave harmleſs by reaſon of the aſſigning.

Partitions.

A Indenture of Partnerſhip in Trade.

THis Indenture made, &c. Between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part Witneſſeth, that the ſaid *A. B.* and *C. D.* for the good liking that they bear each to other, and for the ſpecial Truſt and confidence which each of them hath and repoſeth in the other, and for the advancement of their Trade of, &c. and for their gaining of a Livelihood in the World are conſenting and fully contented and agreed, and do by theſe Preſents Covenant, grant and agree each of them to and with the other, and to and with each others Executors and Adminiſtrators, that they the ſaid *A. B.* and *C. D.* ſhall and will be and continue Copartners together and Joynt-dealers in the Art and Myſtery of, &c. and the making and ſelling and uttering of all ſorts of, &c. and in buying and ſelling of all things thereunto incident and belonging from the, &c. day of, &c. next enſuing the date of theſe Preſents until the end and term of five years from thence next enſuing, and fully to be compleat and ended (if they the ſaid *A. B.* and *C. D.* ſhall and do ſo long live) the ſaid Copartnerſhip or Joynt-trading to be kept and uſed in the Shop and Warehouſe belonging to a Meſſuage or Tenement, &c. And for the better enabling them to manage the ſaid Joynt-trade they the ſaid parties to theſe Preſents have agreed with each other to make up and bring in together the Sum of 400 *l.* of,&c.that is to ſay the ſaid *A.B.* doth agree to bring into the ſaid Stock the Sum of 200 *l.* and the ſaid *C. D.* doth agree to bring and put into the ſaid Stock 200 *l.* And it is alſo agreed that the ſaid Parties ſhall and may bring and put into the ſaid Joynt-ſtock or Trade ſuch further addition of Stock as they the ſaid Parties ſhall

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think fit and convenient. And the ſaid *A. B.* doth for himſelf, his Executors and Adminiſtrators Covenant and grant to and with the ſaid *C. D.* his, &c. that he the ſaid *A. B.* ſhall and will before the, &c. day of, &c. next enſuing the date hereof, bring and put into the ſaid Joynt ſtock and Trade the Sum of 200 *l.* as aforeſaid, being his part or ſhare of the ſaid Joynt-ſtock.

[*The like Covenant from* C. D. *to* A. B.]

And the ſaid *A. B.* and *C. D.* and each of them by and for himſelf his Executors and Adminiſtrators doth Covenant, promiſe, grant and agree to and with the other of them his Executors and Adminiſtrators by theſe Preſents in manner and form following, (that is to ſay) That each of the ſaid Parties and their ſeveral Executors and Adminiſtrators ſhall have a ſeveral Moiety or Right and Intereſt in the half-part in the Stock aforeſaid, and the increaſe thereof, and for the reſidue of all increaſe and gains to come or grow of or by the Stock or Joynt-trading each of the ſaid Parties and their reſpective Executors and Adminiſtrators ſhall have Right and Intereſt to one Moiety or half part thereof and not otherwiſe.

And that the ſaid Joynt-ſtock of 400 *l.* and ſuch further additions of Stock as they the ſaid Parties ſhall think fit and convenient to bring and put into the ſaid Joynt-trade, and all the gain and increaſe thereof ſhall be from time to time during the ſaid Copartnerſhip uſed, continued and employed in the ſaid Joynt-trade to and for the uſe and behoof of both the ſaid Partners as is herein hereafter mentioned, and ſhall not be taken out, uſed or employed by either of them to or for any other uſe, intent and purpoſe whatſoever.

[*A Weekly Allowance of* 20 s. *to each of them the ſaid Parties for their particular Expences to be taken out of the Gains only excepted.*]

And further that they the ſaid Parties ſhall at their own charge provide and keep ſufficient Books of Accompt in Writing to be always remaining in the ſaid Shop wherein they ſhall write down and enter or cauſe to be written down and entered the true Particulars and Values of all ſuch Goods, Wares and Merchandizes that ſhall be bought or ſold, brought in, delivered, taken out or exchanged in or touching the ſaid Joynt-trade, and all ſuch Sum or Sums of Money that ſhall be received or paid, and the Names of all Perſons unto or of whom any ſuch Goods, Wares or Moneys be paid or received, delivered or exchanged, and that each of them the ſaid Parties ſhall and may from time to time have free acceſs and recourſe unto the ſaid Books of Accompts to read, peruſe, examine and copy out the ſame at his free will and pleaſure, but that no alteration or Raſure ſhall be made in the ſaid Accompts after they are fairly written out without the knowledge and conſent each of the other. And further that they the ſaid Partners ſhall once in every year during the ſaid Copartnerſhip, that is to ſay, in the Month of *March* before *Lady-day* in the ſaid Month caſt up and finiſh a true, juſt and full Accompt in Writing of and concerning the ſaid Joynt-trade, and of all Moneys, Debts, Wares, Goods, and other Eſtates and Effects whatſoever which ſhall then be in the ſaid Copartnerſhip due and owing to or from the ſaid Joynt-ſtock, and the Names and Particulars of ſuch Debts, Duties, Wares and Goods, and ſhall ſubſcribe their Names at the Foot of every ſuch Accompt entered. And moreover, that at the end and expiration of the ſaid Copartnerſhip and term of five years, or within one Month next enſuing the ſaid Parties being then living ſhall and will in the ſaid Shop ſettle and make a true and perfect Accompt as well for and concerning all the Dealings and Charges for and about the ſaid Joynt-trade and Accompt of all ſuch Moneys, Wares, Goods and Debts that then ſhall be due, owing or appertaining to the ſaid Joynt-trade, and unto the ſaid Parties by reaſon thereof, as of, for and concerning all and every the Gains, Loſſes, Profits or

Charges

Charges of or by the ſaid Joynt-trade ariſing, growing, hapning or ſuſtained in ſuch particular manner as it may appear what the true ſtate of the ſame then ſhall be, and what proportion, and how much to each of them the ſaid Parties ſhall be then due belonging or appertaining, and upon finiſhing and ſtating the ſame immediately and with all convenient ſpeed then afterwards all and every Debt and Sums of Money due by the ſaid Joynt Accompt, or by them the ſaid Parties by reaſon of the ſaid Joynt-trade, ſhall be duly ſatisfied, paid or diſcharged, and thereupon ſhall alſo make a juſt and equal Partition and diviſion between them the ſaid Parties of all the then reſidue and remainder of their ſaid Joynt-ſtock and increaſe thereof, (*viz.*) one Moiety or half-part thereof to the ſaid *A.B.* to his own proper uſe, and the other Moiety or half-part thereof to the ſaid *C. D.* to his own proper uſe, and upon and immediately after ſuch diviſion the ſaid Parties ſhall give good Security each to other that neither of them his Executors or Adminiſtrators ſhall without the conſent of the other of them releaſe, compound or diſcharge any Debt or Duty which is or ſhall be aſſigned or allotted to the other of them reſpectively.

Provided always, and it is further Covenanted and agreed by and between the ſaid Partners, That if it ſhall happen either of the ſaid Copartners to die and depart this Natural life during the time of the ſaid Copartnerſhip, or before the Accompts thereof ſhall be finiſhed and ſtated, that then and in ſuch caſe the Survivor of them ſhall make, give up and yield, or cauſe to be made, given up and yielded to the Executors, Adminiſtrators, or Aſſigns of the ſaid deceaſed Partner a plain, true and juſt accompt of the ſaid Stock and Gains thereof then remaining, and thereof ſhall allot and allow to the ſaid Executors or Adminiſtrators or Aſſigns of the ſaid deceaſed Partner the Moiety or half-part of the ſaid Stock and Encreaſe, and that thereupon the ſaid ſurviving Partner ſhall do his beſt endeavour to gather and call in all Debts abroad, and which were owing to the ſaid Copartners, and after defalcation made

of ſo much either in Goods, Stock, Money, or otherwiſe as ſhall ſuffice to ſatisfie and pay the Debts which ſhall be then truly owing by them or either of them in reſpect of the ſaid Trade and Joynt-dealing ſhall as the ſaid Debts or any part thereof be had and received make payment of one half-part thereof (neceſſary charges in ſuing and getting in the ſame being firſt deducted) to the Executors, Adminiſtrators or Aſſigns of ſuch of the ſaid Parties as ſhall firſt happen to deceaſe.

And if it ſhall happen that the ſaid Parties or either of them ſhall truſt or deliver out upon credit any of the Goods, Wares, Money or Wares belonging to the ſaid Joynt ſtock to any Perſon or Perſons whom the other of the ſaid Parties ſhall warn and admoniſh not to truſt, that then and ſo often as he of the ſaid Partners who ſhall ſo truſt and deliver out upon Credit, ſhall and will within three Months next enſuing, anſwer and ſatisfie unto the ſaid Joynt-ſtock ſo much lawful Money as the Goods, Wares or Money ſo truſted or delivered out as aforeſaid ſhall amount unto.

And it is further agreed that neither of the ſaid Parties ſhall at any time or times during the ſaid Copartnerſhip become bound or Bail or Surety, or otherwiſe engage himſelf with or for any Perſon or Perſons for any Debt or Duty, Matter or Thing not concerning the Copartnerſhip without the licenſe or conſent of the other party firſt had in writing under his hand in that behalf, nor ſhall at any time during the ſaid Copartnerſhip compound, releaſe or diſcharge any Debt or Duty which ſhall be due or owing to the ſaid Joynt-trade without ſuch conſent, and that the Joynt or Additional Stock aforeſaid or any of the Gains or Increaſe thereof ſhall not any time during the ſaid Copartnerſhip be attached, ſeiſed or extended or taken in Execution for or in reſpect of the private or particular Debt, Debts, Duty or Duties of either of the ſaid Parties not concerning this Copartnerſhip. And that neither of the ſaid Parties ſhall at any time during the ſaid Copartnerſhip retain or keep any Servant or Apprentice to be employed

in

in the ſaid Joynt-trade without the conſent of other of them the ſaid Parties firſt had and obtained under his hand in that behalf.

And further the ſaid Parties do Covenant, conclude and agree for them, their Executors and Adminiſtrators reſpectively that if at any time or times hereafter any Controverſie or debate ſhall happen to ariſe or grow between them the ſaid Parties for or touching the Premiſſes, or any thing hereing contained or ſpecified, that then and ſo often the ſaid Parties their Executors and Adminiſtrators, and every of them ſhall ſhew and declare the cauſe of ſuch Controverſies, before any Suit at Law ſhall be commenced touching the ſame unto three Perſons of the ſame Trade or Myſtery wherein the ſaid Parties have exerciſed or ſhall exerciſe their ſaid Trade, whom they ſhall nominate, appoint and make choice of to hear and determine ſuch Variances as ſhall happen to ariſe between them, and ſhall ſtand to, abide, perform and keep all and every ſuch Award, order, final end and judgment as in that behalf ſhall be ſet down by the ſaid three Perſons or the major part of them, ſo as they do order, judge and give up their Award thereupon in writing unto the ſaid Parties ſubject thereunto within forty days next after ſuch Reference as aforeſaid made unto them. *In Witneſs*, &c.

Partnership.

Two Partners, they discontinue the Partnership, one is indebted to the other in some Money, but the Books are mislaid, they agree mutually on a Ballance, and Releases given thereon.

THis Indenture made the, &c. Between *A. B.* of *London* Merchant, of the one part, and *C. D.* of *London* Merchant, of the other part: Whereas the said *A. B.* and *C. D.* did on or about the fourth day of *April* in the year of our Lord 1682, by writing under their hands enter into Partnership, and became Copartners together in the Trade of a Merchant for the term of eight years, and raised a competent Stock between them for carrying on such their Joynt-trade, and did by the said writing agree that in case either of them brought into the said Joynt-trade more Stock of Money than the other that then the Partner advancing or bringing it in should for one Moiety thereof be paid and allowed Interest by the other after the Rate of 5 *l. per Cent.* or to the like effect, as by the said Articles or writing relation being thereunto had may more at large appear. And whereas the said *A. B.* did advance and bring into the said Stock more than the said *C. D* by the value of the Sum of 2000 *l.* and he and the said *C. D.* did continue their said Copartnership for the said term of eight years, and for some time after, and in the year of our Lord 1672 discontinued and broke off their said Joynt-trade and Dealing and Dealings together without any exact settling or stating of Accompts between them touching the said Copartnership, and the said *A. B* did thereupon enter into Copartnership with one *C. P.* of *London* Merchant, and they continued a Joynt-trade and Dealing together for about the term of three years, in which time

time the ſaid *A. B.* and *C. P.* (as the ſaid *A. B.* affirms) did out of their Joynt-ſtock between them two pay off and ſatisfie ſome Debts and Moneys that became due from the Partnerſhip between the ſaid *A. B.* and *C. D.* all or part whereof the ſaid *A. B.* alledgeth the ſaid *C. D.* ought to have paid, and the ſaid *A. B.* doth likewiſe alledge that the ſaid *C. D.* is alſo indebted to him for the Intereſt of one equal Moiety or half-part of the ſaid Sum of 2000 *l.* ſo advanced by the ſaid *A. B.* as aforeſaid. And whereas the ſaid *A. B.* and *C. D.* have accounted together the matters aforeſaid, and their ſaid Joynt-trade and Dealings together, but their Books having not been well kept and ſome of them being loſt they find it impoſſible at this diſtance of time to make up any perfect or exact Accompt or Ballance between them, and therefore they have agreed to eſtimate and value whatſoever the ſaid *C. D.* might be any ways indebted to the ſaid *A. B.* either upon Accompt of the ſaid Intereſt-money, or any other matter whatſoever to the ſaid Joynt-ſtock or Partnerſhip between the ſaid *A. B* and the ſaid *C. P.* in any reſpect whatſoever at the Sum of 200 *l.* which is to be applied towards the ſatisfaction of the Debts contracted in the ſaid Copartnerſhip between the ſaid *A. B.* and *C. P.* and further that the ſaid Sum ſhall be taken and acquieſced in, and the ſame is hereby declared and agreed by the ſaid *A. B.* and *C. D.* to be the Balance between them the ſaid *A. B.* and *C. D.* as to the matters aforeſaid and all other Dealings, Accompts, Matters and Demands between them. **Now this Indenture Witneſſeth**, that in conſideration of the ſaid Ballance or Sum of 200 *l.* of lawful, &c. to the ſaid *A. B.* now in hand paid by the ſaid *C. D.* the Receipt whereof the ſaid *A. B.* doth by theſe Preſents acknowledge, the ſaid *A. B.* hath remiſed, releaſed, and for ever quit claimed, and by theſe Preſents doth for himſelf, his Heirs, Executors and Adminiſtrators remiſe, releaſe, and for ever quit claim unto the ſaid *C. D.* his Heirs, Executors and Adminiſtrators all and every Sum and Sums of Money that have or hath accrued or become due to him the ſaid *A. B.* by virtue of the ſaid agreement or Copartnerſhip

nerſhip aforeſaid for the Intereſt of one equal Moiety or half-part of the ſaid Sum of 2000 *l.* ſo advanced as aforeſaid, and alſo all ſuch Sum and Sums of Money which the ſaid *A. B.* and *C. P.* or either of them have or hath paid for any Debts, or otherwiſe upon accompt of Partnerſhip or Joynt-trade and Dealing between the ſaid *A. B.* and *C. D.* and likewiſe all and all manner of Action and cauſes of Actions, Suits, Claims and Demands whatſoever both in Law and Equity, or otherwiſe howſoever which againſt the ſaid *C. D.* he the ſaid *A. B.* ever had or now hath either ſingly by himſelf or joyntly with the ſaid *C. P.* or which the ſaid *A. B.* his Heirs, Executors or Adminiſtrators ſhall or may have, claim, challenge or demand for or by reaſon or means of any matter, cauſe or thing whatſoever from the beginning of the World to the day of the date of theſe Preſents. *In Witneſs*, &c.

Receipt of the 200 *l.* Endorſed for the uſe of my ſelf and Partner *P. per A. B.*

Reboca-

Revocations.

A Revocation of a Letter of Attorney.

TO all People to whom this preſent writing ſhall come. I *T. H.* of, &c. ſend Greeting: Whereas *A B.* of, &c. by one Obligation bearing date, &c. became bound unto me the ſaid *T. H.* in the penal Sum of, &c. of Lawful Money of *England*, for payment of, &c. of like Money on, &c. as by the ſaid Obligation and Condition thereof appeareth. And whereas I the ſaid *T. H.* by my Letter of Attorney bearing date, &c. did Authorize and Impower *W. O.* of, &c. to receive the ſaid Sum of, &c. due upon the ſaid Obligation, as by the ſaid Letter of Attorney may more at large appear. Now know ye, That I the ſaid *T. H.* for divers good Cauſes and valuable conſiderations me hereunto eſpecially moving, have revoked, called back, diſannulled, countermanded, fruſtrated and repealed; and by theſe Preſents do fully and utterly revoke, call back, diſannul, countermand, fruſtrate and repeal all and every Authority, Power and Ability by me heretofore given, granted or committed to the ſaid *W. O.* his Executors, Adminiſtrators or Aſſigns, or to any of them by the ſaid Letter of Attorney, or otherwiſe, ſo that it ſhall not be lawful to the ſaid *W. O.* his Executors, Adminiſtrators or Aſſigns, or any of them, or for any other Perſon or Perſons by, from or under them, or any of them, to do, make, execute, deal or intermeddle in the Premiſſes in the ſaid Letter of Attorney, or in any part thereof, nor in any other my affairs and buſineſſes. *In Witneſs*, &c.

A Revocation of a Letter of Attorney granted by Owners to two Perſons; and a Confirmation of Power to one of them.

WHereas We the Owners of the good Ship called, &c. of the Burthen of, &c. whereof *R. M.* is Maſter, which have hereunder ſubſcribed our Names, did heretofore by our Commiſſion or Writing, or Letter of Attorney given unto the ſaid *R. M.* and *T. K.* Purſers of the ſaid Ship, full Power and Authority for a certain Term therein mentioned, to diſpoſe of the ſaid Ship, by letting her to Fraight by the Month or otherwiſe, unto and for our uſe and benefit, as they ſhould think good; And alſo to do and perform divers other things therein mentioned, as by the ſame appeareth. Now know all men by theſe Preſents, That we the ſaid Owners of the ſaid Ship, for good Cauſes and Conſiderations us hereunto moving, Have revoked and repealed, and do hereby revoke, repeal, diſannul and diſallow all and every the Power, Warrant and Authority which was in and by the ſaid recited Writing, Commiſſion or Letter of Attorney granted to the ſaid *T. K* ſo that he the ſaid *T. K.* ſhall not from henceforth deal or intermeddle with the diſpoſing of the ſaid Ship in any manner of wiſe: Neither ſhall by virtue of the ſaid Commiſſion or Warrant do any thing concerning the ſame. And know ye further, That we do hereby ratifie and confirm unto the ſaid *R. M.* all and every the Power, Warrant and Authority to him in and by the ſaid recited Commiſſion or Warrant granted, or mentioned to be granted; and do hereby give and grant unto the ſaid *R. M* full and ſole Power and Authority that he the ſaid *R. M.* ſhall or may ſolely by himſelf diſpoſe of the ſaid Ship, and do and perform all and every other Act and Acts, Thing and Things whatſoever in the ſaid recited Writing or Commiſſion mentioned, or touching or concerning the ſame, as fully and effectu-

effectually, as we our ſelves might or could do in our own Perſons: Holding and Allowing for Firm and Effectual, all and whatſoever the ſaid *R. M.* his Subſtitutes or Aſſigns ſhall do or cauſe to be done in or about the Premiſſes by virtue of the ſaid Commiſſion, or of theſe Preſents, or of either of them. In Witneſs whereof we have cauſed two of theſe Writings to be made of one Tenour, and to both of them have ſet our Hands and Seals the, &c.

A Revocation of a Letter of Attorney, and a Confirmation of another, to receive certain Bills of Debts, and the Moneys thereupon due.

TO all People to whom theſe Preſents ſhall come, *F. G.* of, &c. ſends Greeting: Whereas *R. G.* of, &c. in and by four ſeveral Bills of Debt, all of them bearing date, &c. ſtands bound unto me the ſaid *F. G.* for payment of, &c. That is to ſay, of, &c. for each ſeveral Bill at certain ſeveral Days therein mentioned, for the receipt and recovery whereof the ſame Bills are now in the hands of *R. G.* of, &c. and of *J. F.* of, &c. or one of them, to whom I have heretofore granted Power and Authority to recover and receive the ſeveral Sums of Money in the ſaid ſeveral Bills of Debt mentioned. Now know ye, That I the ſaid *F. G.* for divers good Cauſes and Conſiderations me hereunto eſpecially moving, do hereby revoke, diſannul and diſallow all Writings and Letters of Attorney heretofore made by me the ſaid *F.* unto the ſaid *R. G.* and *J. F.* or either of them, for or concerning the Premiſſes, and all the Power, Authority and Warrant to them or either of them in that behalf granted: And have made, ordained, and in my ſtead and place put and conſtituted; and by theſe Preſents do make, ordain, and in my ſtead and place put and conſtitute my loving Friend *H. R.* of, &c. my true and lawful Attorney and Aſſign, for me and in my name and to my uſe

uſe to ask, demand, take, recover and receive by compoſition, Law or otherwiſe, of and from the ſaid *R. G.* and *J. F.* and every of them ſeverally, and from their ſeveral Executors and Adminiſtrators, and all others whom it doth or ſhall concern the ſaid four Bills of Debt and every of them, or ſo many of them as are in the Hands or Cuſtody of them or any of them; and after the Receipt of the ſame Bills of Debt or any of them for me and in my name, and to my uſe to ask, demand, levy, recover and receive by Compoſition, Law or otherwiſe, of and from the ſaid *R. G.* his Executors or Adminiſtrators, all and every the ſame Sum and Sums of Money in them, and every or any of them mentioned or contained: and I give and by theſe Preſents grant unto my ſaid Attorney, all my full Power and Lawful Authority concerning the Premiſſes to the ſaid *R. G. J. F.* and *R. G.* and every or any of them ſeverally and reſpectively as the caſe ſhall require, and all and every other Perſon and Perſons whatſoever whom it doth, ſhall or may concern, and every of them, their and every of their Executors, Adminiſtrators and Goods if need ſhall be, to Sue, Arreſt, Attach, Condemn and Impriſon, and out of Priſon to deliver, and the Pleas, Plaints and Proceſs of the Law to Sue and cauſe to be proſecuted, and to Compound and Agree at their pleaſure for and touching the Premiſſes; and upon any receipt or agreement their Acquittance or any other Diſcharges in my name to make, Seal and Deliver, and one or more Attorneys under them to Subſtitute and Appoint, and the ſame at their pleaſure to Revoke and Countermand; And further in my name to Do, Execute, Proſecute, Conclude and Finiſh, all and every lawful and reaſonable Act and Acts, Thing and Things in the Law whatſoever needful and requiſite to be done in and about the Premiſſes, in as large and ample manner and form to all Intents and Purpoſes, as I my ſelf could do being Perſonally preſent; Holding, Confirming and Allowing all and whatſoever my ſaid Attorneys or any of them jointly, or any two of them ſeverally ſhall lawfully do or cauſe to be done in and about the Execution of the Premiſſes by virtue of theſe Preſents. *In Witneſs*, &c.

Renun-

Renunciation of the right of Adminiſtration.

KNow all men by theſe Preſents, That I *Mary Hill* of the City of *Briſtol* Spinſter, one of the Siſters of *Fabian Hill* late of *Jamaica* Merchant, deceaſed; for good Conſiderations me hereunto moving do hereby renounce to take upon me the Adminiſtration of the Goods and Chattels of the ſaid Deceaſed, to the end that the ſame may be granted and limited to *Prudence Tyſon* of the ſaid City Widow, Eldeſt Siſter of the ſaid *Fabian Hill*; and I do hereby conſtitute and appoint Mr. *Alexander Dyer*, Mr. *John Rocke*, and Mr. *Robert Pirry*, Publick Notaries and Proctors of the Arches Court of *Canterbury* joyntly or ſeverally to exhibit this my Renunciation, and cauſe the ſame to be admitted and Enacted, and to do any other act or thing that ſhall be requiſite in this behalf.

Witneſs my Hand and Seal this 25th day of *January*, 1669.

Mary Hill.

Truſt.

A Grant and Releaſe of a Truſt as to Lands purchaſed, and Aſſignment of a Recognizance or Statute that was acknowledged to the Truſtee by the Vendor.

This Indenture made, &c. Between *A B.* of, &c. of the one part, and *E. H.* of, &c. of the other part: **Whereas** by one Indenture bearing date the, &c. now laſt paſt before the date hereof made or mentioned to be made by *A. A.* of *M.* in, &c of the one part and the ſaid *A. B.* of the other part, it is **Witneſſed** that the ſaid *A A.* for and in conſideration of the Sum of 1000 *l.* paid by the ſaid *A. B.* to the ſaid *A. A.* hath bargained, ſold, given, granted, enfeoffed and confirmed unto the ſaid *A. B.* his Heirs and Aſſigns for ever, All that the Mannor of, &c. together with all Deeds, Evidences, &c. all and ſingular, which ſaid Mannor, &c. are ſituate, &c. and at the time of the Sealing of the ſaid Indenture or late before were in the Tenures, &c. as by the ſaid Indenture relation being thereunto had it may more fully and at large appear.

Now this Indenture Witneſſeth, that the ſaid *A. B.* doth hereby acknowledge that his name was uſed in the ſaid Conveyance by the ſpecial nomination and appointment of the ſaid *E. H.* and in Truſt for him and that 500 *l.* already paid unto the ſaid *A. A.* for the purchaſe thereof was the proper Money of the ſaid *E. H.* and the reſidue of the ſaid 1000 *l.* is to be paid by him the ſaid *E. H.* and therefore in purſuance of the Truſt in him the ſaid *A. B.* repoſed by the ſaid *E. H.* he the ſaid *A. B.* hath granted, remiſed, releaſed and confirmed, and by theſe Preſents doth grant, remiſe, releaſe and confirm unto the ſaid *E. H.* his Heirs and Aſſigns.

Aſſigns, All and ſingular the ſaid Mannor, &c and Premiſſes before mentioned, and all other the Lands, Tenements and Hereditaments whatſoever which in and by the ſaid recited Indenture were granted and conveyed to him the ſaid *A. B.* of all which Premiſſes the ſaid *E. H.* is now in full and actual Poſſeſſion by virtue of a Bargain and Sale to him thereof made by the ſaid *A. B.* for the term of one year from the day of, &c. as by Indenture bearing date the day next before the day of the date hereof may appear. And the ſaid *A. B.* doth further by theſe Preſents (for the conſideration aforeſaid) grant, remiſe, releaſe and confirm unto the ſaid *E. H.* his Heirs and Aſſigns the Reverſion and Reverſions, Remainder and Remainders of all and ſingular the Premiſſes, and of every part and parcel thereof, and the Rents, Services and Profits thereto incident and belonging. And alſo all the Eſtate, Right, Title, Intereſt, uſe, poſſeſſion, benefit, property, truſt, claim and demand whatſoever of him the ſaid *A. B.* of, in and to the ſame Premiſſes, and every part and parcel thereof, **To have and to hold** the ſaid Mannor, &c. and all and ſingular other the Premiſſes hereby granted and mentioned to be granted with their and every of their Appurtenances unto the ſaid *E. H.* his Heirs and Aſſigns for ever, to the only proper uſe and behoof of the ſaid *E. H.* his Heirs and Aſſigns for ever, and to none other uſe, intent and purpoſe whatſoever.

And the ſaid *A. B.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and for every of them doth Covenant, promiſe and grant to and with the ſaid *E. H.* his Heirs and Aſſigns by theſe Preſents, That he the ſaid *A. B.* hath not done nor willingly and wittingly ſuffered to be done any act or thing whatſoever whereby the ſaid Mannor, Meſſuages, Lands and Premiſſes, or any of them are or may be impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever.

And whereas the ſaid *A. A.* by one Recognizance or Writing Obligatory in the nature of a Statute-Merchant taken and acknowledged before, &c. did become bounded

to the ſaid *A. B.* in the Sum of 2000 *l.* payable as in and by the ſaid Writing Obligatory or Recognizance made in the nature of a Statute-Merchant as aforeſaid, bearing date the, &c. relation being thereunto had it may more at large appear, the ſaid *A. B.* doth hereby acknowledge that the name of him the ſaid *A B.* was made uſe of therein only in Truſt for the ſaid *E. H.* Now this Indenture farther **Witneſſeth**, that the ſaid *A. B.* hath aſſigned and ſet over, and as far as in him lyeth doth by theſe Preſents aſſign and ſet over unto the ſaid *E. H.* his Executors, Adminiſtrators and Aſſigns the ſaid recited Writing Obligatory and Recognizance or Sum of Money therein contained, and all the Eſtate, Right, Title, benefit, advantage, claim and demand whatſoever which he the ſaid *A. B.* hath or ought to have of, in and to the ſame. And the ſaid *A. B.* doth make, ordain, appoint, and in his place and ſtead put the ſaid *E. H.* his true and lawful Attorney irrevocable for and in the name of him the ſaid *A. B.* but for the only uſe of the ſaid *E. H.* to extend and cauſe to be extended by virtue of or upon the ſaid Recognizance or Writing Obligatory any Lands or Tenements whatſoever which were of the ſaid *A. A.* either at the time of his acknowledging or entering into the ſaid Writing Obligatory or Recognizance, or at any time after, and all or any other Lands, Tenements, Hereditaments, Goods or Chattels which are or may be any way ſubject or lyable to be extended by virtue of or upon the ſaid Recognizance or Writing Obligatory, and to do and procure to be done all and every act and acts by virtue of a Writ of *Liberari Facias*, or otherwiſe, as ſhall or may be neceſſary or expedient for the executing or perfecting any ſuch extent or extents. And the ſaid *A. B.* for himſelf, his Executors and Adminiſtrators doth Covenant, grant and agree to and with the ſaid *E. H.* his Executors and Adminiſtrators by theſe Preſents that he the ſaid *A. B.* his Executors and Adminiſtrators ſhall and will from time to time and at all times hereafter quietly permit and ſuffer the ſaid *E. H.* his Executors, Adminiſtrators or Aſſigns, in the name of the ſaid *A. B.* his Executors

or

or Adminiſtrators to extend and cauſe to be extended any Lands, Tenements or Hereditaments, Goods or Chattels upon the ſaid Recognizance or Writing Obligatory which are or may be ſubject or lyable to ſuch extent. And that all and whatſoever Sum and Sums of Money that he the ſaid *E. H.* his Executors, Adminiſtrators and Aſſigns ſhall or lawfully may get in, obtain or receive by virtue or means of any Extent or Execution, or of any Compoſition or otherwiſe upon or by force of the ſaid Recognizance or Writing Obligatory, he the ſaid *E. H.* his Executors and Adminiſtrators ſhall and may for ever retain and enjoy the ſame to his or their own uſe or benefit without any account or demand thereof, and therefore by or from the ſaid *A. B.* his Executors or Adminiſtrators. And that the ſaid *A. B.* his Executors and Adminiſtrators ſhall and will from time to time and at all times from and after ſuch time as any Lands, Tenements or Hereditaments ſhall happen to be extended or taken in Extent upon the ſaid Recognizance or Writing Obligatory, or by virtue thereof, or of any Proceſs that ſhall iſſue, go out, or be made thereupon at the reaſonable requeſt, Coſts, Charges in the Law of the ſaid *E. H.* his Executors or Adminiſtrators, or ſome of them make, do, acknowledge and execute all and every ſuch lawful and reaſonable act and acts, deviſe and deviſes, aſſurance and aſſurances for the granting, aſſigning and ſeting over unto the ſaid *E. H.* his Executors, Adminiſtrators and Aſſigns, or to any other Perſon and Perſons ſuch as the ſaid *E. H.* ſhall nominate or appoint, and his and their Executors and Aſſigns all ſuch Lands, Tenements and Hereditaments as ſhall ſo happen to be extended or taken in Extent, **To have and to hold** the ſame during the continuance of ſuch Extent and Extents. And farther that he the ſaid *A. B.* hath not releaſed or diſcharged the ſaid Recognizance or Writing Obligatory. And that he the ſaid *A. B.* his Executors or Adminiſtrators, or any of them ſhall not at any time hereafter releaſe or diſcharge the ſaid Recognizance or Writing Obligatory, or do, or willingly or wilfully ſuffer any act, matter or thing whereby or by means

whereof the ſame ſhall or may become fruſtrate or made void without the conſent of the ſaid *E. H.* his Executors or Adminiſtrators, unleſs he or they ſhall be by the Order or Decree of ſome Court of Juſtice or other Authority compelled thereto.

A Bargain and Sale with the Aſſignment of Lands extended upon a Recognizance acknowledged before the Lord Chief Juſtice of the Common-Pleas *with a recital of the Sheriffs Proceedings.*

THis Indenture made between *T. S.* of, &c. of the one part, and *J. W.* of, &c. of the other part: Whereas *J. W.* late Father of the ſaid *J.* the, &c. day of *June* in the, &c. year of the Reign, &c. before Sir *H. H.* Knight, Lord Chief Juſtice of the Court of *Common Pleas* at *Weſtminſter* did acknowledge himſelf to owe unto the ſaid *T. S.* the Sum of 600 *l.* which to the ſaid *T.* he ought to have paid in the Feaſt of, &c. then next enſuing, which was not paid at the ſaid Feaſt, and whereas thereupon a Writ of Extent was in due form of Law directed to, &c. the Sheriff of the County of *B.* among other things to enquire by the Oaths of good and lawful Men of the ſaid County of what Lands and Tenements the ſaid *J W.* was ſeiſed at the time of the acknowledgment of the ſaid debt and the Annual value of the ſame, and to ſeiſe the ſame into the Queens Majeſty's hands that the ſame might be delivered to the ſaid *T. S.* until he ſhould be ſatisfied his ſaid Debt according to the form of the Statute in that caſe made and provided, by vertue of which Writ of Extent the Sheriff of the ſaid County of *N.* did take an Inquiſition Indented, by which it was found by the Oaths of Twelve good and lawful Men of the ſaid County and more that the ſaid *J. W.* the ſaid, &c. day of, &c. in the, year of her ſaid Majeſty's Reign was ſeiſed in his Demeſne as of Fee of and in the Mannor of, &c. in, &c. and

of

of and in two Meſſuages, &c. as, &c. of the yearly valu^e of, &c. above all Repriſes late in the Occupation of, &c. All which Mannors, Lands, &c. the ſaid Sheriff of the ſaid County of *N.* did ſeiſe into the hands of the Queens Majeſty as by the ſaid Writ of Extent he was commanded. Sithence which time the Sheriff of the ſaid County of *N.* by force of a Writ of *Liberate* to him directed hath delivered all and ſingular the ſaid Mannors, &c. to the ſaid *T. S.* to hold to him and his Aſſigns as his Freehold until he ſhall be ſatisfied his ſaid Debt, together with his Damages and Expences reaſonably ſuſtained. By force and virtue whereof the ſaid *T. S.* now ſtandeth poſſeſſed of the ſaid Mannors, &c. in form aforeſaid; and ſo being poſſeſſed, &c. Now theſe Preſents do **Witneſs**, That the ſaid *T. S.* in conſideration of the Sum of, &c. Pounds, &c. to him in hand paid by the ſaid *J. W.* before the Enſealing and delivery of theſe Preſents doth fully and abſolutely bargain and ſell, aſſign and ſet over unto the ſaid *J. W.* his Executors, Adminiſtrators and Aſſigns, All his Eſtate, Right, Title, Intereſt and Demand, of, in and to all and ſingular the Mannors, &c. aforeſaid, **To have and to hold** unto the ſaid *J. W.* and his Aſſigns as his Freehold in as large and ample manner as the ſaid *T. S.* hath or ought to have and enjoy the ſame. *In Witneſs*, &c.

Releaſes.

A General Releaſe of a Copartnerſhip.

KNow all men by theſe Preſents, That *D. F.* of, &c. in purſuance of an Award and Umpirage of *J. E.* of *L.* choſen Umpire by *S.F.* and *J. H.* Arbitrators for the ending all differences between the ſaid *P.L.* of, &c. ſubmitted, and referred to be ended by the Conditions of reciprocal Obligations of the Penalty of, &c. apiece; by me the ſaid *D.* and the ſaid *P.* ſeverally and reſpectively entred into, each unto other, both of them bearing date the, &c. laſt paſt before the date hereof, Have remiſed, releaſed and quite claimed, and by theſe Preſents do remiſe, releaſe, and for ever quite claim, unto the ſaid *P. L.* all and all manner of Actions, or cauſes of Actions, Suits, Debts, Duties, Accounts, Bills, Bonds, Specialties, Reckonings, Sum and Sums of Money, Strifes, Variances, and Controverſies between me the ſaid *D. F.* and *J. L.* late of, &c. Deceaſed, my late Partner of the one part, and the ſaid *P. L.* of the other part, for and concerning all ſuch matters and things which were acted and done between me the ſaid *J. L* and the ſaid *P. L.* upon the Account of the Copartnerſhip between them, until the, &c. laſt paſt, but not for any particular Accounts, Matter or Things depending between the ſaid *J. L.* and *P. L.* Witneſs my Hand and Seal the, &c.

A Releaſe of Money received.

KNow all men by theſe Preſents, That I *J.G.* of, &c. have received and had back the day of the date hereof, and at and before the Enſealing and delivery hereof, of and from my Son-in-law *R. H.* the younger Son and Heir apparent

apparent of *R. H.* the Elder the, &c. of lawful Money of *England*, being the, &c. mentioned and agreed to be paid back unto me the ſaid *J. G.* immediately after the Marriage had and Solemnized between the ſaid *R.* the younger and his now Wife, for the uſe and behoof of the ſaid *R. H.* the younger, and of the ſaid *E.* in and by certain Articles of Agreement Tripartite, bearing date, &c. made between the ſaid *R. H.* the Elder of the firſt part, the ſaid *R. H.* the younger of the ſecond part, and me the ſaid *J. G.* and the ſaid *E.* by the name of *E. G.* Eldeſt Daughter of me, the ſaid *J. G.* of the third part, and therefore of and from the ſame ſo by my received as aforeſaid I do clearly Acquit, Exonerate and Diſcharge the ſaid *R. H.* the younger, his Executors and Adminiſtrators, and every of them for ever, by theſe Preſents. *In Witneſs*, &c.

A General Releaſe.

KNow all men by theſe Preſents, That I *J. C.* of, &c. Have remiſed, releaſed and for ever quite Claimed, and Diſcharged; and by theſe Preſents do Remiſe, Releaſe and for ever quite Claim and Diſcharge unto *J. G.* of, &c. Executor of the Laſt Will and Teſtament of the ſaid *J. S.* all and all manner of Actions, Cauſe and Cauſes of Actions, Suits, Debts, Bonds, Bills, Specialties, Accounts, Reckonings, Differences, Legacies, Gifts, Bequeſts, Claims and Demands, which againſt the ſaid *J. G.* as Executor as aforeſaid, I the ſaid *J. C.* in the right of my ſaid Wife or either of us ever had, now have, or in time to come can, ſhall or may have, Demand or claim, out of the Eſtate of the ſaid *T. S.* deceaſed, for any Matter, Cauſe or Thing whatſoever, by force, means or virtue of the ſaid Laſt Wills and Teſtaments or by any other Law or Cuſtom, or otherwiſe howſoever, from the beginning of the World until the day of the Date hereof to her due for or concerning, my ſhare in right of my ſaid Wife of a Debt of about, &c. owing to the Eſtate of the ſaid *T. S.* deceaſed,

by one *W. B.* of, &c. and ſome ſmall remains of my part yet unſatisfied of Aſſurance-moneys grown due upon our aſſurance of the Ship *W.* at *Legorn* which was loſt. *In Witneſs*, &c.

A Releaſe and Diſcharge of a Marriage Portion.

KNow all men by theſe Preſents, That I *R. H.* the younger, Son and Heir apparent of *R. H.* the Elder of, &c. have received and had the day of the date hereof, and at, and before the Enſealing, and delivery of theſe Preſents of and from my Father-in-law *J. G.* of, &c. the Sum of, &c. of Lawful Money of *England*, being the, &c. mentioned by the ſaid *J. G.* to be paid or ſatisfied unto me, on the day of my Marriage had and Solemnized with *E. G.* Eldeſt Daughter of the ſaid *J. G.* my now Wife, for her Marriage-Portion in and by certain Articles of Agreement Tripartite Indented, bearing date the, &c. made between the ſaid *R. H.* the Elder of the firſt part, and me the ſaid *R. H.* the younger of the ſecond part, and the ſaid *J. G.* and *E. G.* Eldeſt Daughter of the ſaid *J. G.* of the third part, and therefore of and from the ſaid Sum of, &c. ſo by me received as aforeſaid, I the ſaid *R. H.* the younger do clearly Acquit, Exonerate and Diſcharge the ſaid *J. G.* his Executors and Adminiſtrators, and every of them for ever by theſe Preſents. Witneſs my Hand and Seal hereunto put dated the, &c.

A Releaſe for a Legacy.

KNow all men by theſe Preſents, That I *E. H.* of, &c. one of the Executors named in the Laſt Will and Teſtament of *C. H.* late of *A.* aforeſaid my late Husband Deceaſed, have received, and had the day of the date hereof, and at and before the Enſealing and delivery of theſe Preſents of and from *J. M.* of, &c. the Sum of, &c. of Lawful Money of *England*, which was due and owing by and from the ſaid *J. M.* unto the ſaid *C. H.* in his life-time, and which is mentioned to be given unto me, in and by the ſaid Laſt Will and Teſtament in the words hereafter next following (That is to ſay) *Item*, I give and bequeath more to the ſaid *E.* the Sum of 1000 *l.* which is now in the Hands of *J. M.* of, &c. And therefore of and from the ſaid Sum of, &c. ſo unto me given, and bequeathed, ſo by me now received as aforeſaid, and of, for and from all Actions and Demands, concerning the ſame I do clearly Acquit, Exonerate and Diſcharge the ſaid *J. M.* his Executors and Adminiſtrators, and every of them for ever by theſe Preſents. *In Witneſs*, &c.

A General Releaſe.

KNow all men by theſe Preſents, That we *S. P.* the Elder of, &c. and *G. E.* of, &c. Have remiſed, releated and quit claimed, and by theſe Preſents, do for us and either of us, our and either of our Executors and Adminiſtrators, remiſe, releaſe and for ever quit claim unto *E. B.* of, &c. his Executors and Adminiſtrators, all and all manner of Actions, Suits, Debts, Accounts, Sum and Sums of Money, Contracts, Agreements, Bonds, Bills, Specialties, Judgments, Executions, Controverſies, Differences, Claims and Demands whatſoever, which againſt the ſaid *E. B.* we the ſaid *P. S.* and *G. W.* or either of us ever had, now have, or in time to come ſhall, or may have, for or by reaſon of any Matter, Cauſe or Thing whatſoever, from the beginning of the World until the day of the date hereof. *In Witneſs*, &c.

A Releaſe of a Bond Caſually loſt.

KNow all men by theſe Preſents, That Whereas *J. H.* of, &c. by one Obligation bearing date on or about, &c. became bound unto *E. M.* of, &c. in the Sum of, &c. of Lawful Money of *England* Conditioned for payment of, &c. of like Money. And Whereas the ſaid *J. H.* and one *P. B.* Have ſatisfied and paid unto the ſaid *E. M.* the Sum of, &c. the receipt whereof he the ſaid *E.* doth hereby acknowledge, and for that the ſaid recited Obligation is caſually loſt, and by that means cannot be delivered to them the ſaid *J.* and *P.* to be Cancelled, as the ſame ought to be. Therefore he the ſaid *E. M.* hath remiſed, releaſed, quite claimed, and diſcharged, and by theſe Preſents doth for himſelf, his Executors and Adminiſtrators, and every of them for ever, as well of and from

from the ſaid recited Obligation and Condition and Sums of Money in them ſeverally mentioned: as of and from all and every other Obligations and Bonds wherein the ſaid *J. P.* ſtand bound unto him the ſaid *E.* for payment of the ſaid ſeveral Sum and Sums of Money whatſoever, and of and from all Actions, Suits, Troubles, Damages and Demands whatſoever touching or concerning the ſame. *In Witneſs*, &c.

A General Releaſe from an Adminiſtrator.

KNow all men by theſe Preſents, That I *C. G.* of, &c. Adminiſtrator of all and ſingular the Goods, Chattles, Rights and Credits of *D. G.* late of, &c. Deceaſed, Have remiſed, releaſed, and for ever quit claimed and diſcharged; And by theſe Preſents do for me, my Executors and Adminiſtrators, remiſe, releaſe, and for ever quit claim and diſcharge unto *J. D.* of, &c. his Executors and Aſſigns, all and all manner of Action and Actions, Cauſe and Cauſes of Action and Actions, Suits, Debts, Accounts, Reckonings, Forfeitures, Treſpaſſes, Condemnations, Judgments, Executions, Claims and Demands whatſoever, which againſt the ſaid *J. D.* he the ſaid *D.* in his life-time, and I the ſaid *C. G.* ſince his Deceaſe, or either of us ever had, now have, or in time to come can, ſhall or may have, for or by reaſon of any Matter, Cauſe or Thing whatſoever, from the beginning of the World, until the day of the date hereof. *In Witneſs*, &c.

A Releaſe in part of Performance of an Award.

KNow all men by theſe Preſents, That I *W. W.* of, &c. in part of Performance of an Award bearing date, &c. made and given up by *S. T.* for and concerning ſome Differences lately being or depending between *J. S.* of, &c. of the one part, and me the ſaid *W. W.* of the other part, and according to the true intent and meaning of the ſaid Award Indented, Have remiſed, releaſed, and quit claimed, and by theſe Preſents do for me, mine Executors and Adminiſtrators remiſe, releaſe and for ever quit claim and diſcharge, all and all manner of Actions, Cauſe and Cauſes of Actions, Suits, Debts, Accounts, Reckonings, Forfeitures, Treſpaſſes, Condemnations, Judgments, Claims and Demands whatſoever, which againſt the ſaid *J. B.* I ever had, now have, or which in time to come ſhall, or may have, from the beginning of the World until the day of the date hereof. *In Witneſs*, &c.

A Releaſe of an Annuity.

KNow all men by theſe Preſent, That I *H. H.* of, &c. Executor of the Laſt Will and Teſtament of *A. H.* late of, &c. Widow deceaſed, in Conſideration of the Sum of &c. ſecur'd to be paid, Have remiſed, releaſed, and for ever quit claimed and diſcharged; and by theſe Preſents do remiſe, releaſe, and for ever quit claim and diſcharge unto *W. R.* of, &c. and *J. M.* of, &c. Gent. their and every of their Heirs, Executors, Adminiſtrators and Aſſigns, all and all manner of Actions, Suits, Quarrels, Debts, Dues, Annuities, Rents Charge, Arrearages of Rents Charge and Demands whatſoever, which the ſaid *A.* in her life-time, or I the ſaid *H.* ſince her deceaſe, ever had, now have, or which I, mine Executors or Adminiſtrators at any time hereafter may have againſt the ſaid *R. W.* or *J. M.* or either of

of them, their or either of their Heirs, Executors or Adminiſtrators, for or by reaſon of one Writing or Deed of Annuity or yearly Rent-charge of, &c. bearing date the, &c. made between *M.* of, &c. of the one part, and the ſaid *A.* by the name of *A. F.* of *L.* Widow, of the other part; or for any matter, cauſe or thing whatſoever had, moved, ſtrived, being or depending, from the beginning of the World until the day of the date of theſe Preſents. *In Witneſs*, &c.

A General Releaſe from an Executor with an Exception.

KNow all men by theſe Preſents, That I *S. M.* of, &c. Executor of the Laſt Will and Teſtament of *P. M.* late of, &c. Widow deceaſed, Have remiſed, releaſed, and for ever quit claimed and diſcharged; and by theſe Preſents do remiſe, releaſe and ever quit claim and diſcharge unto *C. T.* of *L.* Eſq; all and all manner of Actions and Cauſes of Actions, Suits, Debts, Bonds, Bills, Specialties, Accouns, Reckonings, Differences, Legacies, Gifts, Bequeſts, Claims and Demands, which againſt the ſaid *C.* as Executor to *T. T.* his Father the ſaid *P.* in her lifetime, or I the ſaid *S. M.* ſince her Deceaſe as her Executor ever had, now have, or in time to come, ſhall or may have, for any matter, cauſe or thing whatſoever, concerning the Eſtate of the ſaid *T.* Deceaſed, other than or except the Sum of, &c. and the Intereſt thereof owing by the Chamber of *L.* by Bond, taken in the name of the ſaid *T. T. In Witneſs*, &c.

A General Releaſe from an Heir to an Executor.

KNow all men by theſe Preſents, That we *A. S.* of, &c. Widow, Relict of *H. S.* of, &c. deceaſed, and *H. S.* of, &c. Gent. Son of the ſaid *H. S.* for divers good Cauſes and Conſiderations us hereunto moving, Have remiſed, releaſed and quit claimed and diſcharged; and by theſe Preſents do, and either of us doth for our ſelves, our Executors and Adminiſtrators remiſe, releaſe, and for ever quit claim unto *G. L.* of, &c. Executor of the Laſt Will and Teſtament of the ſaid *H. S.* his Executors and Adminiſtrators, all and all manner of Action and Actions, Cauſe and Cauſes of Action and Actions, Suits, Debts, Accounts, Reckonings, Legacies, Bequeſts, Sum and Sums of Money, claims and demands whatſoever, which againſt the ſaid *G. L.* we or either of us ever had, now have, or in time to come can, ſhall or may have, claim or demand, for, touching or concerning the Perſonal Eſtate of the ſaid *H. S.* or the Rents of the Lands, Tenements or Hereditaments late of *H. S.* or by force or virtue of the Laſt Will and Teſtament aforeſaid, or of any other matter, cauſe or thing whatſoever, from the beginning of the World until the day of the date of theſe Preſents. *In Witneſs*, &c.

A

A Releaſe to one that was Authorized to receive Rents.

KNow all men by theſe Preſents, That I *E. R.* of, &c. Have remiſed, releaſed, and for ever quit claimed and diſcharged; and by theſe Preſents do remiſe, releaſe, and for ever quit claim and diſcharge unto *T. B.* of, &c. his Executors and Adminiſtrators all and all manner of Action and Actions, Cauſe and Cauſes of Action and Actions, Suits, Debts, Accounts, Claims and Demands whatſoever, which againſt the ſaid *T. B.* ever I had, for, or by reaſon of any Rents, or Arrearages of Rents, Sum and Sums of Money, by the ſaid *T. B.* heretofore received to any uſe, or for, or by reaſon of any matter, cauſe or thing whatſoever, from the beginning of the World, until the day of the date of theſe Preſents. *In Witneſs*, &c.

A ſhort Releaſe of a Mortgage.

KNow all men by theſe Preſents, That we *J. A.* of, &c. *J. L.* of, &c. for divers good and valuable cauſes and Conſiderations us hereunto moving, Have remiſed, releaſed, and for ever quit claimed and diſcharged; and by theſe Preſents do, for us, our Heirs, Executors and Adminiſtrators, remiſe, releaſe, and for ever quit claim and diſcharge unto *W. F.* of, &c. in full and peaceable Poſſeſſion and Seiſin now being, and to his Heirs for ever, all our and every of our Eſtate, Right, Title, Intereſt, Inheritance, Claim and Demand whatſoever, which we the ſaid *J. A. T. F.* and *J. L.* or any of us, our or any of our Heirs now have, or hereafter can, ſhall or may have or Claim of, in or to all thoſe Lands, Tenements and Hereditaments lying and being in, &c. with their Appurtenances, which were heretofore Mortgaged or conveyed to us and our Heirs

or

on or about the Month of, &c. which was in the year, &c. for the Security of payment unto us of the Sum of, &c. of Lawful Money of *England*, with Intereſt for the ſame, of and for which Money and Intereſt we do acknowledge to have received full ſatisfaction of and from the ſaid *W. F.* **To have and to hold** the ſaid Lands and Tenements, with the Appurtenances unto the ſaid *W. F.* his Heirs and Aſſigns for ever; ſo that neither we the ſaid *J. A. J. F.* and *J. L.* nor any of us, our nor any of our Heirs or Aſſigns, ſhall or may at any time or times have, Claim or Demand any Eſtate, Right, Title or Intereſt of, into or out of the Premiſſes or any part thereof, but ſhall or may be thereof and therefrom utterly barred and excluded for ever by theſe Preſents. *In Witneſs*, &c.

A Releaſe of Errors, and from all Actions, &c.

Know all men by theſe Preſents, That I *J. F.* of, &c. **Have** remiſed, releaſed and quit claimed; and by theſe Preſents do for me, mine Heirs, Executors, and Adminiſtrators, remiſe, releaſe, and for ever quit claim unto *J. C.* of, &c. as well all and all manner of Error and Errors, Miſpriſions, Cauſe and Cauſes of Error and Errors, and Erronious proceedings whatſoever, being, or which ſhall or may be found or aſſigned in any Writ or Writs, Record or Records of, or in the proſecuting, entring or purſuing of any Action or Suit, Proceſs, Judgment or Execution whatſoever heretofore Proſecuted, Perſued, had or taken againſt me the ſaid *J. F.* at the Suit of the ſaid *R. C.* in the Queens Majeſty's Court of *Common-Pleas* at *Weſtminſter*, as alſo all manner of Actions, Suits and Demands whatſoever, from the beginning of the World until the day of the date of theſe Preſents. *In Witneſs*, &c.

A Releaſe of Errors in a Judgment in Ejectment.

KNow all men by theſe Preſents, That I *A. B.* of, &c. have remiſed, releaſed and quit claimed, and for me, my Heirs, Executors and Adminiſtrators, remiſe, releaſe, and for ever quit claim unto *C. D.* all and all manner of Error and Errors, and Erronious proceedings, Miſtakes, Miſentries, Non-entries or defects whatſoever had, made, committed, done or omitted, neglected or not done in and about one Judgment, or in the entry thereof obtained againſt me in the Court of, &c. at *Weſtminſter*, as of *Hillary* Term now preſent wherein the ſaid *C. D.* hath recovered againſt me the ſaid *A. B.* the poſſeſſion of one Meſſuage, &c. with the Appurtenances in *B.* in the County of, &c. *In Witneſs*, &c.

A Releaſe from an Heir and his Mother to his Father's Executors.

KNow all men by theſe Preſents, That we *A. S.* of, &c. Widow, Relict of *H. S.* of, &c. deceaſed, and *H. S.* of, &c. Gent. for divers good Cauſes and Conſiderations us hereunto moving; Have remiſed, releaſed, and for ever quit claimed; and by theſe Preſents do, and either of us doth for our ſelves, our Executors and Adminiſtrators, remiſe, releaſe, and for quit claim unto *G. L.* Citizen, &c. Executor of the Laſt Will and Teſtament of the ſaid *H. S.* his Executors and Adminiſtrators, all and all manner of Actions, Cauſes of Actions, Suits, Debts, Reckonings, Legacies, Bequeſts, Sum and Sums of Money, Claims and Demands whatſoever, which againſt the ſaid *G. L.* we or either of us ever had, now have, or in time

to come can, ſhall or may have, claim and demand, for, touching or concerning the Perſonal Eſtate of the ſaid *H.S.* or the Rents and Profits of the Lands, Tenements or Hereditaments, late of the ſaid *H. S.* or by force or virtue of the Laſt Will and Teſtament aforeſaid, or of any other matter, cauſe or thing whatſoever, from the beginning of the World, until the day of the date hereof. *In Witneſs*, &c.

A General Releaſe upon Arbitration.

KNow all men by theſe Preſents, That I *A. B.* have remiſed, releaſed and quit claimed, and by theſe Preſents do for me, mine Heirs, Executors and Adminiſtrators, and for every of us, remiſe, releaſe, and for ever quit Claim unto *E. F.* all and all manner of Action and Actions, and Cauſes of Actions, Suits, Debts, Bonds, Bills, Specialties, Accounts, Reckonings, Differences, Claims and Demands whatſoever, which againſt the ſaid *E.F.* ever I had, now have, or in time to come can, ſhall or may have, for any matter, cauſe or thing whatſoever, from the beginning of the World, until the day of the date hereof. *In Witneſs*, &c.

If it be a General Releaſe upon Arbitration, then inſert this Clauſe under.

Had, made, moved, ſtirred or depending in Suit, Variance or Queſtion, between them the ſaid *A. B.* and *E. F.* from the beginning of the World until the day of the date hereof. *In Witneſs*, &c.

A

A Releaſe from D. D. *to her Tenant where the Leaſe cannot be found to be delivered up.*

KNow all men by theſe Preſents, That I *D. D.* of, &c. Executor of the Laſt Will and Teſtament of, &c. deceaſed, Have remiſed, releaſed and quit Claimed, and by theſe Preſents do remiſe, releaſe, and for ever quit Claim unto *R. M.* of *B.* in the County of, &c. Eſq; Executor of the Laſt Will and Teſtament of his late Father *R. M.* deceaſed, all ſuch Rent and Arrearages of Rent as are due or payable unto me for the Farm, called, &c. in the County of, &c. and all Covenants for reparations, and other Covenants and Agreements, touching the ſaid Farms contained and mentioned in one pair of Indentures of Leaſe heretofore made of the ſaid Farm by the ſaid *R. D.* unto the ſaid *R. M.* deceaſed for a Term of years, which ended at *Michaelmas* laſt paſt; and I the ſaid *D. D.* do hereby promiſe and agree to deliver or cauſe to be delivered up to the ſaid *R. M.* party to theſe Preſents, the Counter-part of the ſaid Leaſe to be Cancelled, ſo ſoon as the ſame ſhall be found; he the ſaid *R. M.* delivering up the other part of the ſaid Leaſe unto me the ſaid *D. D.* And further, That I the ſaid *D. D.* my Executors and Adminiſtrators, ſhall and will at all times hereafter ſave and keep harmleſs and indempnifie the ſaid *R. M.* the Son, his Executors and Adminiſtrators, of and from all the Covenants and Agreements contained and mentioned in the ſaid Indenture of Leaſe to be paid, kept and performed, and of and from all Actions, Suits, Troubles and Damages concerning the ſame. *In Witneſs*, &c.

A Releaſe in Performance of an Award.

KNow all men by theſe Preſents, That I *A. B.* of, &c. in purſuance of an Award and Umpirage of *J. T.* of, &c. choſen Umpire by *S. F.* and *J. B.* of, &c. Arbitrators for the ending all differences between me and *P. L.* of, &c. ſubmitted and referred to be ended by the Conditions of reciprocal Obligations of the penalty of, &c. apiece by me the ſaid *A. B.* and the ſaid *P.* ſeverally and reſpectively entred into each unto the other both of them bearing date the, &c. laſt paſt before the date hereof, Have remiſed, releaſed, and for ever quit Claimed, and by theſe Preſents do remiſe, releaſe, and for ever quit Claim unto the ſaid *P. L.* all and all manner of Actions and Cauſes of Actions, Suits, Debts, Duties, Bonds, Bills, Specialties, Accounts, Reckonings, Sum and Sums of Money, Strifes, Variances and Controverſies between me the ſaid *A. B.* and *J. L.* late of, &c. deceaſed, of the one part; and *P. L.* of the other part, for and concerning all ſuch matters and things which were acted and done between me the ſaid *A B.* and the ſaid *P. L.* upon the Account of the Copartnerſhip between me and the ſaid *J. L.* until the, &c. laſt paſt. But not for any Particular Account, matter or thing depending between the ſaid Parties. *In Witneſs*, &c.

A Releaſe of Errors in a Judgment in the Qucens-Bench or Common-Pleas.

KNow all men by theſe Preſents, That I *A. B.* of, &c. Have remiſed, releaſed and quit claimed, and by theſe Preſents do remiſe, releaſe and for ever quit Claim unto *H F* and *T. S.* of, &c. and each of them, their and each of their Executors and Adminiſtrators and every of them, all and all manner of Error and Errors, Writ and Writs of Error and Errors, and all benefit and Advantages thereof; and all Miſpriſions of Errors, Defects and Imperfections whatſoever had, made, committed, done or ſuffered in, about, touching or concerning one Judgment obtained againſt me in Her Majeſties Court of *Kings-Bench* at *Weſtminſter* by the ſaid *H. F.* and *T. S.* or one of them, as of *Hillary* Term now Preſent, for one Hundred Pound Debts, beſides Coſts of Suit, in, about, touching or concerning any Warrant, Proceſs, Declaration, Plea or Entry, or other Proceedings whatſoever of, or in any way concerning the ſame. *In Witneſs*, &c.

A Releaſe for an Apprentice.

TO all to whom this Preſent Writing ſhall come, I *J. S.* of, &c. ſend Greeting. Whereas *J. B.* Son of *J. B.* of, &c. by Indenture bearing date the, &c. *Anno Domini* 1670, did put himſelf Apprentice to *W. W.* of, &c. for the Term of, &c. from the date of the ſaid Indenture, as may thereby appear. And Whereas the ſaid *A. B.* upon the, &c. did with the conſent of his Maſter turn himſelf over unto the ſaid *J. H.* to ſerve with him for and during the reſidue of the ſaid Term, as by an Indorſement on the back-ſide of the ſaid Indenture may appear. Now know ye, That I the ſaid *J. H.* for divers good Cauſes and

Conſiderations me hereunto moving, Have at the earneſt requeſt and deſire of the ſaid *A. B.* remiſed, releaſed, and for ever quit Claimed and charged; and by theſe Preſents do remiſe, releaſe, and for ever quit Claim and diſcharge unto the ſaid *A. B.* all the now reſt and reſidue of the ſaid Term of Seven Years mentioned in the ſaid Indenture, and all further and other Service and Claim whatſoever which doth and ſhall belong to me, or which I ſhall or may claim and demand of and from the ſaid *A. B.* or which he ought to perform to me either by virtue of the ſaid Indenture, or of his being turned over to me as aforeſaid, or by the Cuſtom of *London*, or otherwiſe howſoever. *In Witneſs*, &c.

A Receipt for Money lent upon a Bill of Sale.

June the 3*d*. 1679.

REceived then by me *A. W.* of, &c. of and from *J. M.* of, &c. the Sum of, &c. of Lawful Money of *England*, being the Conſideration Money mentioned to be paid by him under the name of ſeveral Accounts ſpecified in and by one Writing or Bill of Sale bearing date, &c. made by and from him the ſaid *J. M.* of the one part, and me the ſaid *A. W.* of the other part; for which ſaid Sum of, &c. I do acknowledge to be fully ſatisfied, contented and paid. Witneſs my Hand and Seal hereunto put the day and year above written.

A Receipt for Purchaſe Money.

RECEIVED the, &c. day of, &c. by us *J. D.* Senior of, &c. and *J. D.* Junior of, &c. of and from *J. H.* of, &c. the Sum of, &c. of Lawful Money of *England*, which ſaid Sum of, &c. is the Conſideration Money mentioned and expreſſed to be paid to us or one of us by the ſaid *J. H.* in and by one Indenture or Deed Indented of Releaſe bearing date with theſe Preſents, made between us the ſaid *J E.* the Elder, and *J. D.* the younger, of the one part; and the ſaid *J. H.* of the other part; and it is in full of, and for all Moneys mentioned or intended to be paid by the ſaid *J. H.* to us, or either of us, for the purchaſe of the Premiſſes herein mentioned; and therefore we do, and either of us doth releaſe, acquit and diſcharge the ſaid *J. H.* his Executors and Adminiſtrators, and every of them, of and from the ſaid Sum of, &c. and every part thereof for ever by theſe Preſents. WITNESS our Hands and Seals the day and year above written, and in the year of the Reign of the Queen, &c.

A Receipt for Money lent upon Mortgage.

RECEIVED the, &c. by us *W. W.* of, &c. and *R. A.* of, of and from *C. C.* of, &c. the Sums of Money hereafter expreſſed, *viz.* by me the ſaid *W. W.* the Sum of, &c. of Lawful Money of *England*, and by me *R. A.* the Sum of, &c. of like Money, being the ſeveral Conſideration Money mentioned and expreſſed to be paid to us by the ſaid *C. C.* in and by one Indenture or Deed Indented of Mortgage Tripartite of the date hereof, made between me the ſaid *R. A.* of the firſt part, the ſaid *W. W.* of the ſecond part, and the ſaid *C. C.* of, &c. of the third part. And therefore we do releaſe, acquit, Exonerate and Diſcharge

the ſaid C. C. his Executors and Adminiſtrators, and every of them, of and from the ſaid ſeveral Sums of, &c. and, &c. aforementioned, and of every part and parcel thereof, from henceforth for ever by theſe Preſents. **In Witneſs** whereof we have hereunto ſet our hands and Seals the year of, &c. the Reign of the, &c.

A Releaſe of Lands.

TO all People to whom this Preſent writing ſhall come, *T. L.* of, &c. and *A.* his Wife one of the Daughters and Coheirs of *J. S.* late of, &c. Deceaſed, and *J. S.* of, &c. and *M.* his Wife one other of the Daughters and Coheirs of the ſaid *J. S.* Deceaſed, ſend Greeting: **Know ye,** That the ſaid *T. L.* and *A* his Wife, and *J. S.* and *M.* his Wife, for divers good Cauſes and Conſiderations them hereunto moving; **Have** remiſed, releaſed, and altogether of, and from them and their ſeveral and reſpective Heirs for ever quit Claimed unto *R. H.* of, &c. (in his full and peaceable poſſeſſion and Seiſin being) and to his Heirs and Aſſigns for ever, all and ſingular the Right, State, Title, Intereſt, Uſe, Poſſeſſion, Reverſion, Claim and Demand whatſoever, which they the ſaid *T. R.* and *A.* his Wife, and *J. S.* and *A.* his Wife, or either or any of them ever had, have, or which hereafter they or any of them or their or any of their Heirs can or may claim to have, of, and in all thoſe Meſſuages, Lands and Tenements, with their and every of their Appurtenances ſituate, lying and being in the Pariſh of, &c. and other Premiſſes thereunto adjoyning in the County of, &c. now or late in the Tenure or Occupation of *R. O.* and as the ſame were heretofore let by Leaſe unto the ſaid *R. O.* by the aforeſaid *J. S.* in his life-time (which ſaid Meſſuages, Lands and Tenements and Premiſſes, with their and every of their Appurtenances, were heretofore given unto the ſaid *R. H.* by him the ſaid *J S.* in his life-time, in Marriage with *E.* one other of the Daughters and Coheirs of the ſaid *J. S.*

or

or to, of, or in any part or parcel of the Premiſſes, or any of them, ſo that neither *T. L.* and *A.* his Wife, *J. S.* nor *M.* his Wife, nor either, nor any of them, nor their, nor either, nor any of their Heirs, nor Aſſigns any Right, Eſtate, Title, Intereſt, Uſe, Poſſeſſion, Reverſion, Claim and Demand of, or in the Premiſſes, nor any part thereof, at any time hereafter can or may Claim, Challenge or require, but of and from all Action and Actions of Right, Eſtate, Title, Intereſt and Demand thereunto, or to any part thereof to be had, they and every of them, and their and every of their Heirs, be altogether barred and excluded by theſe Preſents. And the ſaid *T. L.* and *A.* his Wife, and their Heirs, all and ſingular the aforeſaid Premiſſes, with their and every of their Appurtenances, unto the ſaid *R. H.* and his Heirs and Aſſigns againſt them the ſaid *T. L.* and *A.* his Wife, and the Heirs of the ſaid *T. L.* ſhall and will Warrant and defend for ever by theſe Preſents: and the ſaid *J. S.* and *M.* his Wife, and their Heirs, all and ſingular the aforeſaid Premiſſes, with their and every of their Appurtenances unto the ſaid *R. R.* and his Heirs and Aſſigns, againſt them the ſaid *J. S.* and *M.* his Wife, and the Heirs of the ſaid *M.* ſhall and will Warrant and for ever defend by theſe Preſents. *In Witneſs*, &c.

A Releaſe of a Legacy.

TO all People to whom this Preſent writing ſhall come, *R. H.* of, &c and *M.* his Wife, one of the Daughters and Coheirs of *J. S.* late of, &c. *J. S.* of, &c. and *M.* his Wife, one other of the Daughters and Coheirs of the ſaid *J. S* deceaſed, ſend Greeting. Whereas the ſaid *J. S.* deceaſed by his Laſt Will and Teſtament Nuncupative, hath given and bequeathed unto *E. M. T. J.* and *A.* the five Children of *T. L.* of &c. aforeſaid, and *A.* his Wife, one other of the Daughters and Coheirs of the ſaid *J. S.* deceaſed, the Sum of &c. of Lawful money of *England*, to be raiſed and paid out of the Meſſuages, Lands and Tenements of him the ſaid *J. S.* ſituate, lying and being in the Pariſh of, &c. late in the Tenure or Occupation of *J. M.* Now know ye, That the ſaid *R. H.* and *E.* his Wife, and *J. S.* and *M.* his Wife, do hereby aſſent and conſent to the ſaid Legacies ſo as aforeſaid given to the ſaid Children by the ſaid *J. S.* their Grandfather by his ſaid Laſt Will and Teſtament to be raiſed and paid out of the Meſſuages, Lands and Tenements aforeſaid: and have releaſed, and for ever quit claimed; and by theſe Preſents do ſeverally and reſpectively remiſe, releaſe, and for ever quit claim unto the ſaid *T. L.* and *A.* his Wife, and their ſaid Children, all the Right, Title, Intereſt, Claim and Demand whatſoever which the ſaid *R. H.* and *E.* his Wife, and *J. S.* and *M.* his Wife, or either or any of them, or their or any of their Heirs, Executors or Adminiſtrators, or any of them jointly or ſeverally, may, might or could have, Challenge or Claim of, into, or out of the ſaid Legacies ſo given and bequeathed as aforeſaid, or of, for, or concerning any ſhare or proportion thereof, or of any part thereof. *In Witneſs*, &c.

A

A Releaſe Purſuant to an Award.

KNow all men by theſe Preſents, That we Sir *J. R.* of, &c. and *T. P.* of, &c. in purſuance of an Award of *J. R.* and *T. V.* of, &c. in writing Indented under their Hands and Seals, bearing date the, &c. Have remiſed, releaſed, and quit claimed, and by theſe Preſents do for us, and either of us, our and either of our Heirs, Executors and Adminiſtrators, and for every of us, remiſe, and for ever quit claim unto *T. H.* of, &c. Adminiſtrators of all and ſingular the Goods, Chattles, Rights and Credits of, &c. in the parts beyond the Seas, Merchants deceaſed; and all manner of Action and Actions, and Cauſe and Cauſes of Action and Actions, Suits, Debts, Bonds, Bills, Specialties, Accounts, Reckonings Differences, Claims and Demands whatſoever, which againſt the ſaid *A. B.* in his life time, or the ſaid *T. H.* his Adminiſtrator ſince his Death, we the ſaid Sir *J. R.* and *T. P.* or either of us ever had, now have, or in time to come can, ſhall or may have, for any matter, cauſe or thing whatſoever, from the beginning of the World, until the, &c. laſt paſt before the date of theſe Preſents. *In Witneſs*, &c.

Warrants of Attorney.

A Warrant of Attorney to Confeſs a Judgment upon Bond.

To *H. D.* and *A. B.* and *C. D.* Attorneys of Her Majeſties Court of *Queens-Bench* at *Weſtminſter*, or to any of them, or any other Attorney of the ſame Court.

WHereas I *A. B.* of, &c. by an Obligation of the date hereof ſtand bound unto *C D.* of, &c. in the Penal Sum of, &c. of Lawful Money of *England*, for payment of, &c. of like Money on the, &c. next enſuing the date of the ſame Obligation, as may thereby appear. Theſe are therefore for the better ſecurity and more ſure payment of the ſaid Sum of, &c. on the day of payment aforeſaid, according to the Condition of the ſaid recited Obligation, to requeſt and authorize you the ſaid Attornies, or any one of you, or any other Attorney of the ſaid Court of *Queens Bench*, to appear for me the ſaid *A B.* at the Suit of

of the ſaid *C. D.* in an Action of Debt of, &c. upon the ſaid Obligation, and to receive his Declaration, and to confeſs the ſame by *Non ſum informatus, nihil dicit*, or otherwiſe; and thereupon to ſuffer Judgment to be had and entered againſt me on Record in the ſaid Court for the ſaid Debt, with ſtay of Execution until default ſhall be made in payment of the ſaid Sum of, &c. or of ſome part thereof, contrary to the Condition of the ſaid Obligation. And for your ſo doing, this ſhall be your and every of your lawful and ſufficient Warrant and Diſcharge. Given under my Hand and Seal the, &c. *Anno Domini, &c. Annoq; Regni Caroli Secundi Angliæ, &c. Triceſimo.*

Another Warrant of Attorney with ſome Alteration.

To *B. A. C. E.* and *G. E.* Attorneys of Her Majeſties Court of *Common Pleas* at *Weſtminſter*, or to any of them, or to any other Attorney of the ſame Court.

WHereas I *A. B.* of, &c. by an Obligation of the date hereof ſtand bound unto *C. D.* of, &c. in the penal Sum of, &c. of Lawful Money of *England*, conditioned for payment of, &c. of like Money on the, &c. next enſuing the date of the ſame Obligation, as may thereby appear; Theſe are therefore to Requeſt and Authorize you the ſaid Attornies, or any one of you, or any other Attorney of the ſame Court, to appear therein for me the ſaid *A. B.* at the Suit of the ſaid *C. D.* in an Action of Debt of, &c. upon the ſaid Obligation, and to receive his Declaration and to confeſs the ſame by *Non ſum informatus, nihil dicit*, or otherwiſe, and thereupon to ſuffer Judgment to be had

had and entred againſt me on Record in the ſame Court, with ſtay of Execution until default ſhall be made in payment of the ſaid Sum of, &c. or ſome part thereof, contrary to the Condition of the ſaid Obligation; and for your ſo doing this ſhall be your and every of your lawful and ſufficient Warrant and Diſcharge. Given under my Hand and Seal the, &c. *Anno Dom. &c.* and in the, &c.

A Warrant of Attorney to enter Judgment in Ejectment.

Whereas, &c. Theſe are therefore to Authorize and Impower you the ſaid Attornies, or any other Attorney in Her Majeſties Court of *Queens-Bench* at *Weſtminſter*, to appear for me the ſaid *A. B.* in the ſaid Court, and there to receive his Declaration in an Action of Treſpaſs and Ejectment, at the Suit of the ſaid *I. P.* Gent. the Plaintiff, for the Recovery of the ſaid Meſſuages and Lands in the County of, &c. by the certainties and deſcriptions of two Meſſuages 225 Acres of Land, and 100 Acres of Paſture with the Appurtenances in, &c as aforeſaid, and to confeſs Judgment upon the ſaid Declaration, or thereupon to ſuffer default ſo as Judgment may be thereupon entred in the ſaid Court, with ſtay of Execution until default be made in payment of the ſaid Sum of, &c. mentioned and expreſſed in, &c. to be paid, according to a Proviſo or Condition therein contained. And for your ſo doing, this ſhall be your, or any of your lawful and ſufficient Warrant and Diſcharge. Given under my Hand and Seal the, &c. and in the, &c.

A Warrant of Attorney to Confeſs Judgment in the Exchequer.

To *A. B. C. D.* and *E. F.* Attornies in the Office of Pleas in Her Majeſties Court of Exchequer, or any of them.

THeſe are to require and Authorize you or any of you, to appear for me *P. D.* of, &c. in the ſaid Court of Exchequer-Chamber, at the Suit of *J. W.* of, &c. in *Michaelmas* Term now next enſuing, and to Confeſs a Judgment, againſt me unto him for the Sum of, &c. beſides, Coſts of Suit, by *Non ſum informatus, nihil dicit*, or otherwiſe; And for your or any of your ſo doing, this ſhall be your ſufficient Warrant and Diſcharge. Given under my Hand and Seal the, &c.

A Warrant from the Marſhal to Diſcharge a Priſoner.

To *A. B.* Eſq; Marſhal of the Court of Queens-Bench.

WHereas you have in your Cuſtody the Body of *C. D.* Eſq; charged with an Action at my Suit. Now theſe are to certifie, That the ſaid *C. D.* and my ſelf are agreed; And I do hereby deſire and authorize you to let at liberty out of your Cuſtody the Body of the ſaid

C. D.

C. D. notwithſtanding any Action or Actions, Execution or Executions, Judgment or Judgments, Cauſe or Cauſes of Action and Actions, or other things whatſoever at my Suit. And in your ſo doing, this ſhall be your Warrant and Diſcharge. And I do hereby deſire you to acknowledge ſatisfaction on Record of the ſeveral Judgments obtained againſt the ſaid *C. D.* &c. by you, which have been aſſigned, and releaſe him of all Actions, Debts and Demands whatſoever at my Suit. *In Witneſs*, &c.

A Warrant of Attorney to acknowledge Satisfaction upon Record.

WHereas I *A. B.* in *Hillary* Term in the Twenty ninth year of his now Majeſties Reign, obtained a Judgment in His Majeſties Court of Kings-Bench at *Weſtminſter* againſt *D. F.* Eſq; as Heir to Sir *D. F.* Knight, deceaſed, for One thouſand Pounds; Theſe are therefore to deſire and authorize you to acknowledge ſatisfaction on Record upon the ſaid Judgment. And this ſhall be your ſufficient Warrant and Diſcharge. *In Witneſs*, &c.

Another Warrant of Attorney in B. R.

To Mr. *A. B.* and Mr. *C. D.* Attorneys of Her Majeſties Court of Queens-Bench at *Weſtminſter*, or to either of them, or to any other Attorney of the ſame Court.

THeſe are to Authorize you or any of you, to appear and File Bail in the ſame Court for me *A. B.* &c. At the Suit of *L. C.* &c. and receive a Declaration in an Action

Action of Debt at his Suit for 100 *l.* Debt, and confeſs the ſaid Action and plead thereunto, ſo that a Judgment may be entred againſt me for the ſame. And this ſhall be your ſufficient Warrant therefore Witneſs my Hand and Seal, &c.

A Warrant of Attorney to appear to a Suit, and put in a Common Bail.

MR. *A. B.* or any other Attorney of the Court of Queens-Bench at *Weſtminſter*; I Pray you or any of you to appear for me *G. S.* at the Suit of *S. S.* and put into the ſame Court for me at his Suit a Common Bail; And this ſhall be your ſufficient Warrant for doing thereof. And I do hereby Covenant and Promiſe to ſave you harmleſs, for ſo doing the ſame. Witneſs my Hand and Seal the day of, &c.

A Warrant to Confeſs Judgment in the Kings-Bench.

To Mr. *A. B.* Mr. *C. D.* and Mr. *E. F.* Attorneys of Her Majeſties Court of Queens-Bench at *Weſtminſter*, or to any of them, or to any other Attorney of the ſame Court.

THeſe are to deſire and Authorize you or any one of you, or any other Attorney of the ſaid Court of Queens-Bench to, appear for me *E. F.* &c. in the ſame Court, at the Suit of *J. R.* Gent. one of the Attornys thereof, and File a Common Bail for me in the ſame Court at his

Suit, and confeſs unto him for me a Judgment for 150 *l.* Debt, beſides Coſts of Suit, by ſaying, *Non ſum informatus, nihil dicit*, or otherwiſe; And this ſhall be your or any of your lawful and ſufficient Warrant for the doing thereof. And I do hereby Covenant and Promiſe to ſave you or any of you harmleſs for the doing thereof. In Witneſs, &c.

Note, Common Bail is filed in the Queens-Bench, and appearance entred in the Common-Pleas.

A Warrant to Confeſs ſeveral Judgments againſt four Perſons.

To Mr. *A. B.* and Mr. *C. D.* &c.

THeſe are to deſire you or any of you, or any other Attorney of the ſaid Court of Queens-Bench, at any time or times after default ſhall be made of, or in payment of the Sum of, &c. or of any part thereof, on the day and at the place of payment therefore limited in and by a Condition mentioned, to appear for us who are therein bound *L. T. R. L. F. L.* and *C.* and every or any of us in the ſame Court, to any Action or Actions to be there brought or commenced againſt us or any of us, at the Suit of *T. K.* of, *&c.* and to file Common Bail in the ſame Court for us and every of us reſpectively, and to confeſs ſeveral Judgments unto him the ſaid *T. K.* againſt us and every or any of us reſpectively, for 600 *l.* Debt beſides Coſts of Suit, by *Non ſum informatus, nihil dicit*, or otherwiſe; And this ſhall be your or any of your ſufficient Warrant and Diſcharge for ſo doing. And we and every of us do Covenant and Promiſe for us and every of us reſpectively, to ſave you and every of you harmleſs for doing the ſame. In Witneſs, &c.

A Warrant of Attorney to confeſs Judgment for a Debt due upon Bond.

To Mr. *A. B. C. D.* and *E. F.* Attorneys of Her Majeſties Court of, *&c.* or to any of them, or any other Attorney of the ſame Court.

WHereas I *J. M.* of, &c. by one Obligation bearing date the, &c. did become bound unto *R. L.* of, &c. in the Sum or penalty of, &c. of Lawful Money of *England*, with Condition thereupon Indorſed for payment unto the ſaid *R. L.* the Sum of, &c. on the, &c. As by the ſaid Obligation and Condition thereof may appear: which ſaid Sum of, &c. was not paid at the day of payment thereof in the ſaid Condition limited. Now therefore theſe are to Authorize and appoint you or any of you, or any other Attorney of the ſaid Court of Common-Pleas at *Weſtminſter*, to appear for me to an Action of Debt that ſhall be commenced againſt me by the ſaid Bond againſt me, and thereupon to confeſs a Judgment either by *Non ſum informatus nihil dicit*, or otherwiſe, as you or any of you ſhall think fitting for the Sum of, &c. And this ſhall be a ſufficient Warrant to you, or either or any of you in that behalf. *In Witneſs* whereof I have hereunto put my Hand and Seal the, &c.

A Warrant of Attorney for the Confeſſing of a Judgment.

To Mr. *M. A.* and Mr. *C. A.* and Mr. *C. D.* Attorneys of Her Majeſties Court of Common-Pleas at *Weſtminſter*, or to any of them, or to any other Attorney of the ſame Court.

THeſe are to Authorize and appoint you or any of you, or any other Attorney of the ſaid Court of Common-Pleas, to appear for me *R. K.* of, &c. in an Action of Debt brought or to be brought againſt me in the ſaid Court at the Suit of *I. L.* Gent. one of the Attorneys of the Court aforeſaid, and to confeſs Judgment thereupon this Preſent *Michaelmas* Term againſt me the ſaid *R. R.* for Three Hundred and Twenty Five Pounds Debt, beſides Coſts of Suit; and this ſhall be your Sufficient Warrant for ſo doing. *In Witneſs* whereof I have hereunto ſet my Hand and Seal the, &c.

A Warrant to acknowledge Satisfaction.

To Mr. *A. B.* &c.

WHereas I have in *Hillary* Term in the First Year of Her now Majesties Reign in Her Majesties Court of Common-Pleas at *Westminster*, obtained a Judgment against *I. T.* Esq; for Nine Hundred threescore and five Pounds Debt, and Threescore Pounds Costs of Suit, as by the Records of the same Court, relation being thereunto respectively had may more at large appear. Now I do hereby Desire and Authorize you the said Attorney or any one of you, or any other Attorney of the said Court of Common-Pleas at *Westminster*, for me and in my name or otherwise to acknowledge satisfaction of Record upon the said Judgment; And this shall be your and every or any one of your Lawful and sufficient Warrant and Discharge for the doing herein: Given under my Hand and Seal the, &c. *Anno Dom.* &c.

Another to confeſs Judgment.

To Mr. *A. B.* Mr. *C. D.* and Mr. *E. F.* Attorneys of Her Majeſties Court of Common-Pleas at *Weſtminſter*, or to any of them, or any other Attorney of the ſame Court.

WHereas I *I. P.* am now Priſoner in, &c. upon an Execution for Money by me owing to *C.* now Married to *M. B.* for which I have Compounded for three and twenty Pounds to be paid them at ſeveral days agreed upon: Now for my inlargement I have agreed to Confeſs an Action to be brought againſt me by Original Writ for, &c. Pounds double, wherein I intreat and appoint you to appear for me, and Confeſs the ſame, or plead thereunto *Non ſum informatus*, *nihil Dicit*, or otherwiſe, ſo that Judgment may be entred thereupon in Her Majeſties Court of Common-Pleas at *Weſtminſter*: And this ſhall be your ſufficient Warrant and Diſcharge in this behalf. *In Witneſs* whereof I have hereunto ſet my Hand and Seal the, &c.

Wills.

The Form of a Codicill.

WHereas I *Mary Finch* of *London* Widow have made declared and publiſhed my Laſt Will and Teſtament in Writing bearing date the 20th day of *May*, *Anno Dom.* 1701. wherein I have made mention of a Codicil intended by me to be thereunto annexed. Now I the ſaid *Mary Finch* do by this preſent Codicil to my ſaid Laſt Will and Teſtament annexed, confirm and ratifie my ſaid Laſt Will and Teſtament. And I do further give and deviſe unto, &c.

And my Will and meaning is this Codicil or Schedule be and ſhall be adjudged and taken to be part and Parcel of my Laſt Will and Teſtament, and that all things herein contained and mentioned be faithfully and truly performed as fully and amply in every reſpect as if the ſame were ſo declared and ſet down in my ſaid Laſt Will and Teſtament. In Witneſs whereof I have hereunto ſet my Hand and Seal the
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